

# AGENDA

## CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 4, 2012

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: July 2, 2012 and July 26, 2012  
(Special Meeting)

### **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 124-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Adrienne Ashley, referred to Miscellaneous Matters Committee.
- 125-11** Communication from Labor Relations and Benefits Administration re: Proposed Tentative Agreement with Fairfield County Building Trades for the period of July 31, 2011 to July 31, 2015 regarding their bargaining unit contract, referred to Contracts Committee.
- 126-11** Communication from Labor Relations and Benefits Administration re: Updated ranges for Officers and Unaffiliated Employees Salaries pursuant to and as required by Municipal Code Section 2.36.010, **ACCEPTED AND MADE PART OF THE RECORD.**
- 127-11** Communication from Airport Manager re: Proposed Real Property Purchase Agreement with 125 Access Road, LLC, referred to Contracts Committee.
- 128-11** Communication from Airport Manager re: Resolution to enter into a grant agreement with the Federal Aviation Administration (FAA) to pursue a Runway Safety Area (RSA) at the end of Airport Runway 6/24, referred to Contracts Committee.
- 129-11** Communication from OPED re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 12.08 Street, Sidewalk and Driveway Construction and Maintenance, amend Section 12.08.030 Restrictions as to Driveways, referred to Ordinance Committee.
- 130-11** Communication from Central Grants and Community Development re: Conflict of Interest for HOME Program/Mayor's Homeownership Initiative, Quoc Thang Tran, **ACCEPTED AND MADE PART OF THE RECORD.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 131-11** Communication from OPM re: Modification to the FY 2013-2017 Five Year Capital Plan concerning City Projects, referred to Budget and Appropriations Committee.
- 132-11** Communication from Finance Department re: Approval of Additional Capital Project Authorization to the 2013-2017 Capital Plan, referred to Budget and Appropriations Committee.
- 133-11** Communication from Finance Department re: Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.
- 134-11** Communication from Central Grants and Community Development re: Grant Submission: State Department of Social Services for 2007-2013 Supplemental Nutrition Assistance Program Grant (SNAP), referred to Economic and Community Development and Environment Committee.
- 135-11** Communication from Central Grants and Community Development re: Grant Submission: U.S. Department of Justice FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, referred to Public Safety and Transportation Committee.
- 136-11** Communication from Central Grants and Community Development re: Grant Submission: State Department of Transportation FY 2013 Local Bridge Program for the Capitol Avenue Bridge over the Rooster River Overflow, referred to Public Safety and Transportation Committee.
- 137-11** Communication from Central Grants and Community Development re: Grant Submission: State Department of Transportation FY 2013 Local Bridge Program for the Arctic Street Bridge over Pembroke Lakes, referred to Public Safety and Transportation Committee.
- 138-11** Communication from Public Facilities re: Application for Waiver to Extend Driveway Width: #2660 Main Street – St. Vincent's College, referred to Public Safety and Transportation Committee.
- 139-11** Communication from City Attorney re: Requesting Authorization and Approval of Litigation Filing concerning a Class Action Complaint, referred to Miscellaneous Matters Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*114-11** Contracts Committee Report re: Amendment No. 1 to Lease Agreement with the Downtown Cabaret Theater of Bridgeport, Inc.

**CITY OF BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
TUESDAY, SEPTEMBER 4, 2012  
6:30 PM**

President Pro Tempore Bonney called the public speaking session to order at 6:45 pm.

No roll call was taken.

President Pro Tempore Bonney asked if there was anyone present to speak –*called three times*

Hearing none, the public speaking session was closed.

The public speaking session closed at 6:47 pm.

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CITY RECEIVED  
2012 SEP 11 P 2:47  
CITY CLERK'S OFFICE

**CITY of BRIDGEPORT**

**CITY COUNCIL MEETING**

**TUESDAY, SEPTEMBER 4, 2012**

**7:00 PM**

**City Council Chambers, City Hall - 45 Lyon Terrace**

**Bridgeport, Connecticut**

**ATTENDANCE:** Council members: Brannelly, M. McCarthy, Colon, Taylor-Moye, Olson, Brantley, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Ayala, Paoletto

**ABSENT:** Council members: T. McCarthy, Austin, Silva, Martinez, Curwen, Baker, Holloway

Mayor Finch called the meeting to order at 7:10 pm.

Prayer – the prayer was offered by Council member Colon.

Pledge of Allegiance – the pledge was led by Council member Olson.

Roll Call – the city clerk took the roll call and announced there was a quorum.

Moment of Silence – Mayor Finch asked for a moment of silence for Frances Ortiz's sister Carmen Martinez.

Council member Paoletto stated that Council member Silva was unable to attend the meeting.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: July 2, 2012 and July 26, 2012

(Special Meeting)

- \*\* COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES**
- \*\* COUNCIL MEMEBRE dePARA SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

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- 127-11** Communication from Airport Manager re: Proposed Real Property Purchase Agreement with 125 Access Road, LLC, referred to Contracts Committee.
  
- 128-11** Communication from Airport Manager re: Resolution to enter into a grant agreement with the Federal Aviation Administration (FAA) to pursue a Runway Safety Area (RSA) at the end of Airport Runway 6/24, referred to Contracts Committee – *see below referred to ECDE Committee*

- 129-11** Communication from OPED re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 12.08 Street, Sidewalk and Driveway Construction and Maintenance, amend Section 12.08.030 Restrictions as to Driveways, referred to Ordinance Committee.
- 130-11** Communication from Central Grants and Community Development re: Conflict of Interest for HOME Program/Mayor's Homeownership Initiative, Quoc Thang Tran, **ACCEPTED AND MADE PART OF THE RECORD.**
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**139-11** Communication from City Attorney re: Requesting Authorization and Approval of Litigation Filing concerning a Class Action Complaint, referred to Miscellaneous Matters Committee.

**\*\* COUNCIL MEMBER COLON MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**\*\* COUNCIL MEMBER M. McCARTHY SECONDED**

**\*\* COUNCIL MEMBER BRANNELLY MADE A REQUEST TO REFER THE FOLLOWING ITEM TO THE ECONOMIC COMMUNITY DEVELOPMENT & ENVIRONMENT COMMITTEE *and not* the Contracts Committee**

**128-11** Communication from Airport Manager re: Resolution to enter into a grant agreement with the Federal Aviation Administration (FAA) to pursue a Runway Safety Area (RSA) at the end of Airport Runway 6/24

**\*\* COUNCIL MEMBER LYONS SECONDED**

**\* Council member Brannelly clarified that the item was on the agenda for the purpose of referral to the ECDE Committee and not the Contracts Committee**

**\*\* MOTION PASSED UNANIMOUSLY**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

**\*114-11** Contracts Committee Report re: Amendment No. 1 to Lease Agreement with the Downtown Cabaret Theater of Bridgeport, Inc.

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE AS AMENDED THE LEASE AGREEMENT WITH THE DOWNTOWN CABARET THEATRE OF BRIDGEPORT, INC.**

*The amendment was read as follows:*

**“In addition, the parties agree that the City of Bridgeport may request in advance the use of the Cabaret Theatre, subject to the Cabaret’s booking schedule, for awards ceremonies, community meetings, graduations and other similar public events (but not for City Council meetings or meetings of other public bodies) (“City Events”) subject to the same terms and conditions applicable to Accessory Uses and further subject to the limitation that City Events shall be non-political events. As to such City Events, the parties agree that the City will pay the Cabaret’s costs for opening and closing the facility and for the use of any of its lighting or other equipment on the same terms and conditions applicable to Accessory Uses and will provide written evidence of the City’s self-insurance for each such event.”**

**Approved unanimously by the Contracts Committee**

**Submitted September 4, 2012**

**Susan T. Brannelly  
Co-chair Contracts Committee**

**\*\* COUNCIL MEMBER COLON SECONDED**

Council member Brannelly explained that the amendment was approved, but they needed to wait for the final lease agreement.

The city clerk read the item \*114-11 into the record.

Council member Taylor-Moye asked if the city would be responsible for lighting for any of the events that may occur. She also questioned what types of fees they would incur. Council member Brannelly stated that due to the contribution that the city will make; it was agreed that they could use the facility for certain (city) events that would be non-political. She further mentioned that the intent was if there were any out of pocket costs, the city would cover those costs.

**\*\* MOTION PASSED UNANIMOUSLY**

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA**
- \*\* COUNCIL MEMBER BRANNELLY SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

Council member Paoletto stated that he and Council member Blunt were the sponsors of the resolution, which consists of establishing a Food Policy Council.

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO REFER THE MATTER OF ESTABLISHING A FOOD POLICY COUNCIL TO THE ORDINANCE COMMITTEE**
- \*\* COUNCIL MEMBER M. McCARTHY SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY (ITEM #140-11)**

### ADJOURNMENT

- \*\* COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN**
- \*\* COUNCIL MEMBER LYONS SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:20 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C. Laske, III

ASSISTANT CITY ATTORNEYS  
Salvatore C. DePiano  
R. Christopher Meyer  
Edmund F. Schmidt  
Eroll V. Skyers

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte  
Betsy A. Edwards  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



Telephone (203) 576-7647  
Facsimile (203) 576-8252

Comm. 124-11 Referred to Miscellaneous Matters Committee on  
09/04/2012

August 7, 2012

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: **Adrienne Ashley v. City of Bridgeport**

Dear Honorable City Council Members:

I hereby recommend that the following be accepted and approved by you in settlement for the above referenced lawsuit.

**WHEREAS**, a lawsuit in the caption referenced above was filed against the City of Bridgeport and/or its employees, and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS**, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted.

**NOW THEREFORE BE IT RESOLVED**, that the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>CAUSE/INJURY</u>	<u>SETTLEMENT</u>
Ashley, Adrienne	Peter Ottomano, Esq. 111 Saugatuck Avenue Westport, CT 06880	Defective premises sidewalk defect	\$65,000

Peter J. Ottomano, Esq.  
August, 2012  
Page 2 of 2

**BE IT FURTHER RESOLVED**, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

Very truly yours,



Mark T. Anastasi  
City Attorney

MTA:

cc: Mayor Bill Finch  
Alma L Maya, City Clerk



Bill Finch  
Mayor

City of Bridgeport  
Labor Relations and Benefits Administration

Labor Relations Office  
45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 203-576-7843

Lawrence E. Osborne, Jr.  
Director

Thomas C. McCarthy  
Deputy Director

Janet M. Finch  
Human Resources Manager

Richard D. Weiner  
Benefits Manager

Comm. #125-11 Referred to Contracts Committee on 09/04/2012

June 18, 2012

Honorable City Council Members  
Office of the City Clerk  
City of Bridgeport

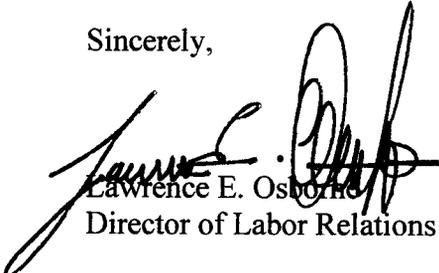
**RE: Fairfield County Building Trades TA**

Dear Honorable Members:

The City of Bridgeport and Fairfield County Building Trades have reached an agreement concerning the terms and conditions of employment for their membership. Enclosed you will find the TA for the Building Trades.

We are requesting that the City Council refer the tentative agreement to the Contracts Committee for consideration.

Sincerely,

  
Lawrence E. Osborne  
Director of Labor Relations

LEO/mjh

pc: Mayor Bill Finch  
Adam Wood, Chief of Staff  
Andrew Nunn, Chief Administrative Officer  
Thomas Sherwood, Director of OPM  
File

RECEIVED  
JUN 19 10 29 AM '12

**Tentative Agreement  
Between  
City of Bridgeport  
And  
Fairfield County Building Trades**

This tentative agreement is a full and final agreement between the City of Bridgeport and the Fairfield County Building Trades Association (formerly Bridgeport Building Trades Council) as it relates to a successor Collective bargaining agreement for the period July 31, 2011 to July 31, 2015. The undersigned parties understand and agree to all items contained herein.

1. For members hired as regular full time employees prior to 8/1/2013, Premium Cost Share contributions for active employees shall be increased according to the following schedule:

<b>Contract Dates</b>	<b>Healthcare PCS</b>
9/1/2012 to 07/31/2013	20%
8/1/2013 to 07/31/2014	22%
8/1/2014	25%

For these employees the PCS will be capped at 25%. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

2. Regardless of start date, any new bargaining unit member hired on or after August 1, 2013 shall pay a health care premium cost share (PCS) for the above named insurances, which shall be payroll deducted weekly according to the following schedule:

<b>One year period beginning</b>	<b>PCS Rate</b>
August 1, 2013	25%
August 1, 2014	26%
August 1, 2015	27%
PCS contributions shall increase by 1% per year on August 1 <sup>st</sup> of each year thereafter, until a cap of 50% is reached.	

3. Effective 1/1/2013, for a benefits eligible employee waiving health benefits coverage in any benefit year, the City shall increase its payment in lieu of health benefits one thousand five hundred (\$1,500) dollars per benefit year. This amount shall be paid in two (2) equal installments: 50% in June, and 50% in December.
4. Any employee who leaves City employment and returns to City employment in a manner conforming to Section 210 – “Reemployment Lists” of the Charter of the City of Bridgeport shall, for the purposes of contributions to health care insurance premiums, return to the employee group to which they were formerly assigned as determined by their original date of hire, and shall not be considered a new hire.
5. Sections 12.3, 12.4 and 12.11 of the Collective Bargaining Agreement shall be changed as follows:

- 12.3 Retirees prior to the first day of this Agreement, and employees hired prior to 8/1/2013 who subsequently retire, and their enrolled eligible spouses at the time of retirement, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and shall pay a 25% contribution of the annual premium cost, or equivalent cost as determined by the City, for this coverage

An employee hired on or after 8/1/2013 who subsequently retires, and his/her enrolled eligible spouse at the time of retirement, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make percentage contributions for coverage, equal to the percentage contribution they were making at the time of retirement.

- 12.4 For employees, and their enrolled eligible spouse at the time of retirement, who retire subsequent to the first day of this Agreement, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan, as provided for active employees, as the same may be modified from time to time under this or any future collective bargaining agreement. Coverage for surviving

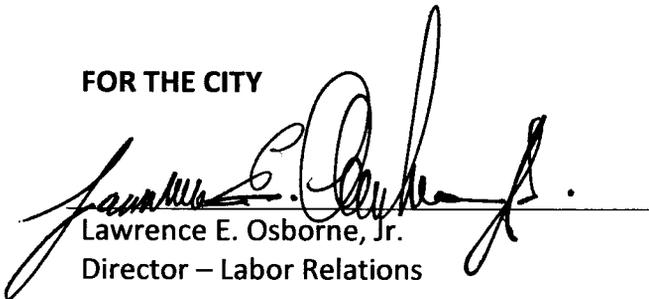
spouses shall terminate upon remarriage. Retired employees and their enrolled spouses must accept Medicare Part B if eligible.

For purpose of this Article "retiree" shall mean:

- A) For employees hired prior to 8/1/2013 a retiree is an employee who is eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal Employees Retirement System (CMERS) and who (a) has not less than fifteen (15) years of municipal service and is not less than fifty-five (55) years of age upon retirement; or (b) has not less than twenty-five (25) years of municipal service regardless of age. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their surviving spouses, shall make contributions for coverage equal to 25% of the annual premium cost, or equivalent cost as determined by the City, for this coverage.
  - B) For employees hired on or after 8/1/2013, a retiree is an employee who is eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal Employees Retirement System (CMERS) and who has not less than twenty five (25) years of municipal service. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their enrolled eligible spouses at the time of retirement, shall make percent contributions for coverage equal to the percent contribution they were making at the time of retirement.
- 12.11 A) For employees who retire on or after June 30, 2001 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, a supplemental plan to Medicare Part B providing benefits equal to the Medical Plan, to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus an increase or decrease in such contributions as such increase or decrease may exist from time to time in accordance with the provisions of subsections 3 and 4 of this article.

B) If any employee who retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for and, if eligible, obtain such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium cost and/or contribution to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in lieu of Alternative Coverage. The Retiree and the retiree's spouse shall remain in the City's Plan even if Alternative Coverage is obtained, but the City's Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for alternate coverage or the retirees' premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

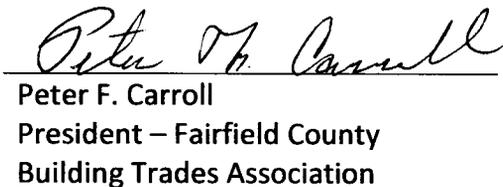
FOR THE CITY

  
Lawrence E. Osborne, Jr.  
Director – Labor Relations

Date

8/6/12

FOR THE UNION

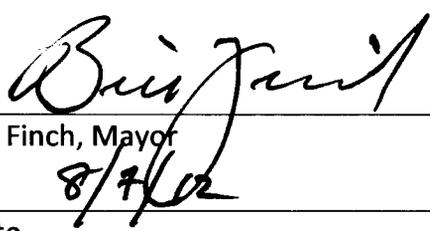
  
Peter F. Carroll  
President – Fairfield County  
Building Trades Association

Date

8-3-12

Bill Finch, Mayor

Date

  
8/7/12



Bill Finch  
Mayor

City of Bridgeport  
Labor Relations and Benefits Administration

Labor Relations Office  
45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 203-576-7843

Lawrence E. Osborne, Jr.  
Director

Thomas C. McCarthy  
Deputy Director

Janet M. Finch  
Human Resources Manager

Richard D. Weiner  
Benefits Manager

COMM. #126-11 ACCEPTED AND MADE PART OF THE RECORD ON 09/04/2012.

August 9, 2012

Honorable City Council Members  
Office of the City Clerk  
City of Bridgeport

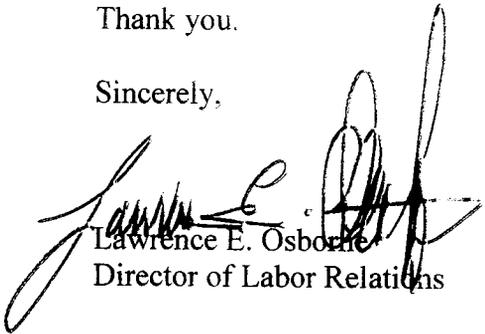
RE: **Unaffiliated Salary Scale**

Dear Honorable Members:

Pursuant to Ordinance Section 2.36.010 this is to transmit to you the updated ranges for officers and unaffiliated employees salaries which have been adjusted to reflect a two percent (2%) increase in such salaries effective July 1, 2012.

Thank you.

Sincerely,



Lawrence E. Osborne  
Director of Labor Relations

LEO/mjh

pc: Mayor Bill Finch  
Adam Wood, Chief of Staff  
Andrew Nunn, Chief Administrative Officer  
Alanna Kabel, Assistant Chief Administrative Officer  
Thomas Sherwood, Director of OPM  
Janet Finch, Human Resources Manager  
David J. Dunn, Personnel Director, Civil Service  
File

**CITY ORDINANCE 2.36.010 SALARY RANGES  
EFFECTIVE JULY 1, 2012**

<u>GRADE</u>	<u>JOB TITLE/CLASS</u>	<u>SALARY RANGE</u>	
		Minimum	Maximum
	<u>CHIEF ELECTED OFFICIAL</u>		
9	Mayor		\$132,459
	<u>CHIEF APPOINTED OFFICIALS</u>		
9a	Police Chief	\$119,346	\$131,114
9a	Fire Chief	\$119,346	\$131,114
9a	Director of Mayoral Initiatives/Chief of Staff	\$119,346	\$131,114
9a	Chief Administrative Officer	\$119,346	\$131,114
9b	Assistant CAO	\$117,300	\$128,520
	<u>EXECUTIVE APPOINTED OFFICIALS</u>		
8	Finance Director	\$114,132	\$125,544
8	OPM Director	\$114,132	\$125,544
8	OPED Director	\$114,132	\$125,544
8	Public Facilities Director	\$114,132	\$125,544
8	Health Director	\$114,132	\$125,544
8	Labor Relations Director	\$114,132	\$125,544
8	Director of Health & Social Service	\$114,132	\$125,544
8	I.T.S. Director	\$114,132	\$125,544
8	Parks and Recreation Director	\$114,132	\$125,544
8	City Attorney	\$114,132	\$125,544
8a	City Attorney (pt)	\$75,613	\$82,744
8b	Assistant Chief of Police	\$113,220	\$123,420
8b	Deputy Director of Public Facilities	\$113,220	\$123,420
	<u>MANAGEMENT APPOINTED OFFICIALS</u>		
7a	City Librarian	\$101,110	\$114,845
7a	Director of Public Safety	\$101,110	\$114,845
7a	Director of Construction Services	\$101,110	\$114,845
7a	Tax Assessor	\$101,110	\$114,845
7a	Deputy Director of Finance/Comptroller	\$101,110	\$114,845
7a	Director of Public Safety Communications	\$101,110	\$114,845
7a	Deputy Director OPED	\$101,110	\$114,845
7a	Tax Collector	\$101,110	\$114,845
7a	Deputy Director of Labor Relations	\$101,110	\$114,845
	<u>MAJOR DEPUTY CLASS</u>		
6	Director of Human Services	\$90,592	\$99,652
6	Deputy CAO	\$90,592	\$99,652
6	Deputy Director of Finance/Management	\$90,592	\$99,652

6	Director of Social Services	\$90,592	\$99,652
6	Deputy City Attorney (PT)	\$90,592	\$99,652
6	Deputy Tax Assessor	\$90,592	\$99,652
6	Deputy Director Public Safety Communications	\$90,592	\$99,652
6	Communications Director	\$90,592	\$99,652
6	Director, Office of Education and Youth	\$90,592	\$99,652
6	Deputy Chief of Staff	\$90,592	\$99,652

DEPARTMENT CLASS

5	Sr. Labor Relations Officer	\$78,466	\$91,304
5	Mayor Executive Office Manager	\$78,466	\$91,304
5	Director Organizational Development	\$78,466	\$91,304
5	City Treasurer	\$78,466	\$91,304
5	Director L.U.C.R.	\$78,466	\$91,304
5	Utility Manager	\$78,466	\$91,304
5	Benefits Manager	\$78,466	\$91,304
5	Project Manager	\$78,466	\$91,304
5	Human Resources Manager	\$78,466	\$91,304
5	Director of Grants	\$78,466	\$91,304
5	Clinical Physician	\$78,466	\$91,304
5a	Chief Accountant	\$72,810	\$80,510

PROGRAM CLASS

4	Asst. Internal Audit	\$67,052	\$74,265
4	Affirmative Action Director	\$67,052	\$74,265
4	Harbormaster	\$67,052	\$74,265
4	Registrar of Voters	\$67,052	\$74,265
4a	OPM Analyst	\$60,327	\$72,733
4a	Mayor's Community Liaison	\$60,327	\$72,733
4a	Mayor's Aide	\$60,327	\$72,733
4a	Labor Management Coordinator	\$60,327	\$72,733
4a	Special Project Coordinator	\$60,327	\$72,733
4a	Labor Relations Officer	\$60,327	\$72,733
4a	Data Base Administrator	\$60,327	\$72,733
4a	Medical Health Director	\$60,327	\$72,733

TECHNICAL CLASS

3	Sealer Weights and Measures	\$60,327	\$68,478
3	Executive Secretary	\$60,327	\$68,478
3a	Assistant City Attorney (pt)	\$48,507	\$58,752
3a	Press Secretary	\$48,507	\$58,752
3a	Assistant Special Project Manager	\$48,507	\$58,752
3a	Assistant to Police Chief	\$48,507	\$58,752

SUPPORT SERVICES CLASS

2	Administrative Assistant	\$42,799	\$52,786
2	Financial Coordinator	\$42,799	\$52,786

2	Deputy Registrar of Voters	\$42,799	\$52,786
2	Legislative Liaison	\$42,799	\$52,786
2	Secretary (Mayor)	\$42,799	\$52,786
2	Urban Affairs Officer	\$42,799	\$52,786
2a	Trainer	\$31,386	\$40,343
2a	Clerical Assistant	\$31,386	\$40,343
2a	Secretary	\$31,386	\$40,343
2a	Constituent Services Rep.	\$31,386	\$40,343
2a	Legislative Aide	\$31,386	\$40,343
2b	Data Coordinator	\$37,581	\$41,758

SPECIAL CLASS

1	City Clerk		\$33,619
1	Town Clerk		\$33,619
1	Public Facilities Inspector		\$40,394
1	Annex Courier (P/T)		\$20,172
1	Receptionist (P/T)		\$12,559



CITY OF BRIDGEPORT  
**SIKORSKY**  
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615  
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

COMM. #127-11 Referred to Contracts Committee on 09/04/2011

MEMO

TO: Fleeta Hudson, City Clerk  
FROM: John K. Ricci, Airport Manager  
DATE: August 17, 2012

Please place the attached Real Property Purchase Agreement between the City of Bridgeport and 125 Access Road LLC before the City Council and all Appropriate Committee's and Commission's for approval to authorize the Mayor to sign on behalf of the City.

If you have any questions, please contact me.

JKR:n

Attachments (14)

RECEIVED  
AUG 22 11 46  
OFFICE

**REAL PROPERTY PURCHASE AGREEMENT**  
BETWEEN  
**CITY OF BRIDGEPORT, CONNECTICUT, as Seller**  
AND  
**125 ACCESS ROAD, LLC, as Purchaser**

DATED: July 24, 2012

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## REAL PROPERTY PURCHASE AGREEMENT

**THIS REAL PROPERTY PURCHASE AGREEMENT** (the "Agreement") is hereby made and entered into as of July \_\_\_\_, 2012 (the "Effective Date") by and between the **CITY OF BRIDGEPORT, CONNECTICUT**, a Connecticut municipal corporation (the "Seller"), and **125 ACCESS ROAD, LLC**, a Connecticut limited liability company (the "Purchaser").

### WITNESSETH THAT:

**WHEREAS**, Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth,

(a) that certain tract or parcel of located at 125 Access Road in Stratford, Connecticut, more particularly described on Exhibit A attached hereto and made a part hereof, together with all rights, privileges, and appurtenances pertaining thereto including, without limitation, all of Seller's right, title, and interest in and to all rights-of-way, open or proposed streets, highways, easements, strips or gores of land adjacent thereto (the property described in clause (a) of this Section 1.1 being herein referred to collectively as the "Land");

(b) all of Seller's right, title and interest, reversionary or otherwise, in and to the buildings, structures, fixtures, and any other improvements on the Land (the property described in this clause (b) being herein referred to collectively as the "Improvements");

(c) all of Seller's right, title, and interest in and to all tangible personal property upon the Land or within the Improvements, if any, including specifically, without limitation, those items described on Exhibit B, and any other items of personal property used exclusively in connection with the operation of the Land and the Improvements (the property described in clause this (c) being herein referred to collectively as the "Personal Property");

(d) all of Seller's right, title, and interest in and to that certain ground lease between Seller, as landlord, and Invest II, as tenant dated November 29, 1984 (the "Ground Lease").

The Land, Personal Property, Improvements and Ground Lease are hereinafter collectively referred to as the "Property".

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Purchase Price.** Subject to and pursuant to the following terms and conditions, Seller shall sell and transfer the Property to Purchaser and Purchaser shall purchase the Property from Seller and pay to Seller the sum of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00) (the "Purchase Price"), by the delivery of immediately available and collectible funds (as hereinafter defined) and subject to adjustments, prorations and credits as provided herein. In addition, Purchaser shall make the \$50,000.00 Charitable Contribution as set forth in Section 19 below.

A. Earnest Money.

(a) Upon execution and delivery of this Agreement, Purchaser shall pay to the City of Bridgeport, in good funds, payable either by certified bank or cashier's check ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) as a non-refundable deposit (the "Non-Refundable Deposit as more particularly explained in Section 1(a)(f) below). Additionally, Purchaser shall deposit with Fidelity National Title Insurance Corporation (the "Escrow Agent"), the sum of SEVEN HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$765,000.00) in good funds, payable either by certified bank or cashier's check or by federal wire transfer to the Escrow Agent (the "Earnest Money"). The Escrow Agent shall hold the Earnest Money in an interest bearing account at People's United Bank or at such other bank having offices within the State of Connecticut as Escrow Agent may select. Purchaser's Federal Tax Payer Identification Number (which is \_\_\_ - \_\_\_\_\_) shall be assigned to the account for purposes of reporting the accrual of interest.

(b) The Earnest Money shall be held in escrow to be applied (together with the Non-Refundable Deposit) for Purchaser's benefit against the Purchase Price and Charitable Contribution at Closing or as otherwise provided for by this Agreement. All interest which has accrued on the Earnest Money shall become a portion of the Earnest Money to be held, disbursed, credited or applied as herein provided. Escrow Agent shall make disbursements of the Earnest Money in accordance with this Agreement and the Escrow Agreement or otherwise in reliance upon written directions of Purchaser and Seller. In the event that a dispute arises with respect to the distribution of any funds held, Escrow Agent may apply to a court of competent jurisdiction for an order determining the party or parties to whom such deposit shall be paid. All costs of such proceedings, together with all reasonable attorneys' fees and costs incurred by Escrow Agent and the successful party or parties in connection therewith, shall be paid by the unsuccessful party or parties to such proceeding.

(c) In performing its duties as Escrow Agent holding the Earnest Money as provided in this Agreement, Escrow Agent shall not be held any liable to either party for any damages, losses or expenses, except for willful default, gross negligence or breach of trust, and it shall accordingly not incur any such liability with respect (a) to any action taken or omitted in good faith upon advice of its counsel, or (b) to any action taken or omitted in reliance upon any instrument, including written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement. In the event of a dispute between any of the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction, all Earnest Money held under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof.

(d) If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money (exclusive of interest thereon, which interest shall be credited to the Purchase Price, as set forth in subsection (b) above)) to, or upon the instruction of, Seller on the date of the Closing. If the Agreement terminates for any reason other than the default of Purchaser or as otherwise provided for herein, the Earnest Money and the Non-Refundable Deposit shall be payable to Purchaser upon demand (inclusive of interest thereon) and this contract shall terminate therewith. Otherwise, the Earnest Money and the Non-Refundable Deposit shall be disbursed in accordance with the provisions of this Agreement or on joint instructions of Seller and Purchaser. Upon receipt of any written certification from a party hereto claiming the Earnest Money pursuant to the operative provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other party hereto and, unless such party within ten (10) calendar days of receipt thereof notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder.

(e) If required by Escrow Agent, the parties shall each execute and deliver an escrow agreement separate from the within Agreement in form and content customarily utilized by Escrow Agent, which is a national title insurance company, when acting as escrow agent for commercial real estate transactions of similar monetary size and nature as the within transaction. Any customary fees and costs associated with Escrow Agent's services shall be born by Purchaser, any extraordinary shared equally by Seller and Purchaser, and shall be paid within ten (10) business days of receipt of an invoice from Escrow Agent or at the time of Closing, whichever first occurs.

(f) Notwithstanding anything to the contrary herein contained, in the event that closing of title fails to occur solely due to the denial of approval by the FAA as to the sale of the Property by the Seller to the Purchaser, and provided all other conditions of this Agreement have been satisfied or waived in writing by Purchaser (including but not limited to the conditions set forth in Section 18(a) and 18(b) below), the sum of \$135,000.00 which was paid by Purchaser directly to Seller as provided for in Section 1(A) above (the "Non-Refundable Deposit") shall be retained by Seller and shall be forfeited by Purchaser, with the full balance of the Earnest Money deposit, i.e. \$765,000.00, being paid over and returned to Purchaser together with any accrued interest thereon. In such latter event, the parties agree that \$50,000.00 of the Non-Refundable Deposit shall be treated as a Charitable Contribution as more particularly explained and set forth in Section 19 below.

2. **Closing Costs.** Unless the within transaction is determined to be exempt under Connecticut General Statutes, Seller shall be responsible for all Connecticut state and local realty transfer and conveyance taxes and tax collection fees, and all recording fees in connection with the satisfaction of record of all existing loans of Seller (if any), and related documents or other title clearance documents, all documentary stamps on deeds or conveyances that shall be payable in connection with this transaction, all costs and expenses in connection with the satisfaction of any and all mortgages, deeds of trust and other liens of Seller, if any, encumbering the Property, and the payment of its own attorney's fees. Purchaser shall be responsible for all recording fees

on the Deed (as hereinafter defined) and the payment of its own attorney's fees. Any closing costs not otherwise provided for herein shall be paid by the party legally responsible therefor and, if no law applies, according to prevailing custom for commercial transactions in the State of Connecticut.

3. **Prorations.** To the extent not paid or payable by Invest II as tenant under the Ground Lease, if applicable, real property ad valorem taxes, municipal, governmental and quasi-governmental assessments, sewer assessments and sewer use charges, and fuel oil (if any), for which taxes and other pass-through shall be prorated and adjusted), shall (be prorated and apportioned over the fiscal period for which levied between Purchaser and Seller as of the date of Closing. All rental paid or payable by Invest II shall likewise be prorated through Closing. All adjustments and prorations shall be made in accordance with local closing customs of the Bridgeport, Connecticut Bar Association. Any errors or omissions in computing apportionments or other adjustments at closing shall be corrected within thirty (30) days following the closing. The provisions of this Section shall survive the Closing and the delivery of the Deed.

4. **Closing.**

(a) Subject to the terms and conditions hereof, the closing of title on the sale and purchase contemplated by this Agreement ("Closing") shall take place within thirty (30) days following receipt of all Approvals (as that term is defined in Section 18 below) and the earlier of (i) the expiration of all appeal periods for Approvals if no appeals are filed, or (ii) dismissal or withdrawal with prejudice of all appeals if any are filed, without further right of appeal, or (3) on such earlier date as may be mutually agreeable to Seller and Purchaser (said date upon which the Closing is to occur being, for purposes hereof, the "Closing Date"). Notwithstanding the foregoing, Seller and Purchaser shall each have the right on notice to the other at or before Closing to adjourn the Closing Date for up to seven (7) days due to any factor beyond the adjourning party's reasonable control (said extended date upon which the Closing is so to occur being, for purposes hereof, the "Outside Closing Date"). Closing no later than the Outside Closing Date being of the essence to this Agreement.

(b) Closing shall be held at reasonable time designated by Purchaser to Seller in the offices of Seller's counsel or, if applicable, Purchaser's mortgagee or mortgagee's counsel in Fairfield County, or at such other place as may be reasonably designated by Seller in or about Bridgeport, Connecticut, or by overnight courier if acceptable to Purchaser's mortgagee. If the Closing Date or Outside Closing Date, as applicable and as determined in accordance with this Agreement; would occur on a weekend or holiday, the Closing Date shall instead occur on the next business day thereafter. Possession of the Property, subject to the Ground Lease and any subtenant or subtenants thereunder, shall be delivered to Purchaser on the Closing Date or Outside Closing Date, as applicable.

5. **Inspections Prior to Closing.** NONE. Purchaser has inspected the Property prior to the execution and delivery of this Agreement. Purchaser, however, shall have thirty (30) days from the date hereon to report any title concerns to Seller pursuant to Paragraph 7 of this Agreement.

6. **Conditions Precedent.**

(a) Closing of title hereunder, is expressly conditioned upon Seller obtaining the Approvals set forth in Paragraph 18 below.

(b) In addition, Purchaser's obligation to close shall at all times be conditioned upon the following (unless Purchaser waives such conditions): (i) Seller delivering fee simple title to the Property (and all improvements thereon) all in accordance with and subject to the conditions, limitations and provisions herein set forth; (ii) an assignment of the Invest II Ground Lease in form and content satisfactory to Purchaser; and (iii) the truth and accuracy, in all material respects, of Seller's warranties and representations hereunder. Should Seller fail to satisfy and Purchaser fail to waive any one or more of the contingencies set forth in clauses (i), (ii) and (ii) of this Subsection 6(b) on or before Closing, then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon any and all Earnest Money (and interest accrued thereon) shall be immediately returned to Purchaser.

7. **Conveyance of Title.**

(a) Seller shall convey fee simple title to the Property to Purchaser pursuant to a recordable warranty deed in Connecticut statutory form (the "Deed"). In addition to the Deed and any other documents described in this Agreement, the following documents shall be delivered by Seller at or prior to the Closing, to the extent applicable to this transaction: (i) an affidavit regarding liens and possession in customary form as necessary to permit Purchaser to obtain title insurance without exception for liens or encumbrances, the rights of parties in possession or any other so-called "standard exceptions" (ii) such affidavits as Purchaser's title company shall reasonably require in order to omit from its title insurance policy all title exceptions; (iii) State of Connecticut Department of Revenue conveyance tax forms properly executed by Seller; (iv) a Certification of Non-Foreign Status of Transferor to comply with the provisions of Section 1445 of the Internal Revenue Code; (v) All books and records, or copies thereof, concerning the Property; (vi) an assignment of all of Seller's right, title and interest in the Personal Property and the Ground Lease, free and clear of all liens, encumbrances and claims, together with original executed copies (or certified copies if an original copy is not in Seller's possession or control) of the Ground Lease along with any required written approval of the assignment by other party thereto or any third party; (vii) an affidavit of Seller dated as of the Closing stating that all representations and warranties of Seller contained herein are true and complete as of the Closing; and (viii) such other closing documents or instruments required by this Contract to be provided by Seller or as may be customary, as may be reasonably requested by Purchaser in order to consummate the transactions contemplated by the Agreement.

(b) Seller shall convey to Purchaser good, marketable, insurable fee simple title to the Property by the Deed, free and clear of all liens, encumbrances, and other exceptions to title except the Permitted Title Exceptions (as defined in Section 7(c) hereof). The legal description to be incorporated into the aforesaid Deed shall be prepared pursuant to the Survey (as hereinafter defined), provided such Survey is prepared by a duly licensed Connecticut Land Surveyor and is certified to Seller at Purchaser's expense.

(c) With Seller's cooperation (and to the extent necessary), Purchaser at its sole cost and expense shall promptly following the date hereof order and obtain a title insurance commitment for the Property ("Title Report"). Further, with Seller's cooperation (and to the extent necessary), Purchaser at its sole cost and expense has the right to obtain an ALTA survey ("Survey") for the Property. Seller covenants and agrees with Purchaser that Purchaser shall have thirty (30) days from the date hereon to examine the Title Report and the Survey of the Property or otherwise to examine title to the Property and that Purchaser may notify Seller of any objectionable matter or defect which affects the marketability or insurability of the title to the Property. Delivery of a copy of the Title Report or Survey to Seller or Seller's attorney shall be deemed notice of objection by Purchaser to any objectionable matter or defect contained therein. In the event Seller is notified of any such objectionable matters, Seller agrees promptly to employ its good faith best efforts to procure a cure for same within thirty (30) days (with the exception of (i) any notice(s) of lease(s) other than the Ground Lease and subtenant's under said Ground Lease and/or (ii) the payoff of any mortgages owed by Seller, for which release of notices of leases and payoff(s) of mortgages shall occur at the time of closing). In the event, however, Seller is unable through the exercise of its good faith best efforts (which shall include the payment of money with respect to any existing mortgages owed by Seller, deeds of trust, liens or other matters caused by the Seller that can be removed by the payment of money) to cure prior to closing any material, objectionable matter which renders title unmarketable, then at Purchaser's option, Purchaser may either (i) take title to the Property despite the existence of such matter, subject to an agreed reduction of the Purchase Price sufficient to take into account the diminution of value of the Property resulting from such objectionable matter, (ii) cure such title defect and receive a credit against the Purchase Price for the costs thereof, or (iii) terminate this Agreement, in which event any Earnest Money and Non-Refundable Deposit paid shall be returned to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement, and this Agreement shall then become null and void and of no further force or effect (except for matters which by the express terms hereof survive termination and except that nothing shall limit Purchaser's remedies in case of any default by Seller hereunder). For purposes of this Agreement, the determination of marketability of title to the Property shall be in accordance with the Standards of Title of the Connecticut Bar Association now in force and effect. Any title exceptions to the Property as disclosed in Exhibit F annexed hereto, or revealed by the Title Report or Survey to which Purchaser does not object, or to which Purchaser waives its objection, are referred to herein as "Permitted Title Exceptions". In the event that any title exceptions or survey matters are timely disclosed (whether by updates of the Title Report or Survey or otherwise) that affect the marketability or

insurability of the title to the Property or which adversely affect the intended use or development of the Property by Purchaser, Purchaser may after the discovery thereof notify Seller of same, in which event Seller shall promptly employ its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure, then Purchaser may elect any of the options set forth in subclauses (i), (ii) and (iii) above. Notwithstanding anything herein contained to the contrary, any deeds of trust, mortgages owed by Seller, mechanics' or materialmen's liens, judgment liens or similar monetary liens and encumbrances incurred by Seller, shall be automatically deemed matters to which objection is made by Purchaser, regardless of whether Purchaser gives written notice of objection thereto to Seller, and Purchaser under no circumstances shall be deemed to have waived any such matters, nor shall same be considered "Permitted Title Exceptions" hereunder, unless such waiver shall be an express waiver in writing executed by Purchaser, and Seller shall, at or before Closing, cause all of such deeds of trusts, mortgages, liens and encumbrances to be satisfied or discharged of record or, provided that Purchaser's title company will insure Purchaser's title free and clear of any such matters without additional premium, shall provide written proof and indemnification in customary form to secure that arrangements have been made to do so promptly post-closing. Notwithstanding any other provision of this Agreement, in the event Seller is presented with an objection to title hereunder (other than any mortgages or notice(s) of lease(s) which may appear of record), the Closing Date and all dates described in Sections 18 and 19 hereinbelow shall be extended on a day-for-day basis for each day during which Seller is attempting to cure such objection(s). Notwithstanding the foregoing, in no event shall Seller be entitled to extend the Closing Date beyond sixty (60) days. In the event that Closing is extended beyond sixty (60) days, Purchaser, as tenant under the Ground Lease, shall be entitled to an abatement in the payment of all rental under the Ground Lease until Seller cures said title objections and Closing of title occurs.

**8. Condemnation; Casualty.**

(a) In the event, at any time between the making of this Agreement and Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose or if notice of any such condemnation to occur after the date of such notice is sent by any governmental authority, then Purchaser may elect (i) to terminate this Agreement, in which event this Agreement shall be null and void and without further force or effect, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement (except for matters which by the express terms hereof survive termination) and except that all Earnest Money and Non-Refundable Deposit made by Purchaser under this Agreement and the interest thereon shall be immediately paid to Purchaser, or (ii) to close and, to collect at Closing (or at Closing receive a credit against the Purchase Price for) all proceeds from any condemnation relating the Property subject hereto and have the terms of this Agreement remain in full force and effect and binding on the parties hereto.

(b) All risk of loss or damage to the Land shall be the Seller's throughout the period between the date of this Agreement and the Closing Date. In the event of casualty loss or damage to the Property (other than the Improvements) which shall not have been

repaired to same quality as existing prior to the destruction within thirty (30) days after the date set herein for closing, the Purchaser shall have the following options only: (i) to rescind this Agreement by written notice received by Seller's attorney within ten (10) days of Seller's written notice of its inability to repair, in which event the Seller shall repay the Non-Refundable Deposit and shall instruct Escrow Agent to repay the Earnest Money and accrued interest to the Purchaser, and upon Purchaser's receipt of such payments all rights and liabilities of the parties hereto shall be terminated); or (ii) to accept title to the Property without reduction of the total purchase price, and receive the benefit of any insurance proceeds paid or payable to Seller in connection with said loss or damage, less any amounts which Seller has paid or become obligated to pay for said repairs, plus a credit to the purchase price in favor of Purchaser equal to the aggregate of Seller's deductible(s).

9. **Agreement Assignable by Purchaser.** This Agreement may not be assigned without the prior written consent of Seller, which may be withheld in its sole discretion.

10. **Seller's and Purchaser's Representations, Warranties and Covenants.**

(a) At time of Closing, Seller shall represent, warrant and covenant to Purchaser that, to the best of Seller's knowledge and belief:

(i) Seller is a municipal corporation organized and existing under the laws of the State of Connecticut. Seller (x) has complete and full authority to execute this Agreement and to convey to Purchaser good and marketable fee simple title to the Property, in accordance with Section 7 of this Agreement, which is free and clear of all liens, encumbrances and other exceptions to title except for the Permitted Title Exceptions, (y) will execute and deliver such other documents, instruments, and agreements, including (but not limited to) affidavits and certificates, as are reasonably necessary to effectuate the transaction contemplated herein, and (z) will take all such additional action necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein.

(ii) To the best of Seller's knowledge, all assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property.

(iii) Seller has received no notice of, nor has any knowledge of, any pending or threatened taking or condemnation of the Property or any portion thereof. The Property is vacant and free of any right of possession or claim of right of possession of any party other than the tenants listed on Exhibit C annexed hereto. There are no leases or occupancy agreements, or amendments thereto, currently affecting any portion of the Property other than the leases listed on

Exhibit C annexed hereto. Seller additionally hereby represents and warrants that no rights-of-first refusal, purchase options or similar agreements exist in connection with the Property. Unless otherwise agreed to by Purchaser in writing, and with the exception of the tenants listed on Exhibit C, at the Closing, possession of the Property shall be delivered free and clear of any fixtures, furnishings, equipment, and rights of tenants or others in possession.

(iv) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller, of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending which creates a lien or which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(v) Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, as regards to the Property, nor has any such organization, person, individual or governmental agency communicated to Seller anything which Seller believes to be a threat of any such action, litigation or proceeding to affect the Property.

(vi) Seller has not received notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon, which notices have not previously been forwarded by Seller to Purchaser.

(vii) Seller is not a "foreign person", "foreign corporation", "foreign trust" or "foreign estate" as those terms are defined in the I.R.C., Section 1445, nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including, but not limited to, Section 1445 thereof) or any comparable laws of the State of Connecticut.

(viii) Seller is not aware of any pending or threatened rezoning of all or any portion of the Property or any land use applications concerning any real property located in the vicinity of the Property that could materially and adversely affect the value or contemplated use of the Property.

(ix) the materials delivered or to be delivered by Seller to Purchaser pursuant to this Agreement constitute and shall constitute all of such materials in

Seller's possession or control and are and shall be complete and accurate copies of such materials;

In addition to all other rights and remedies of Purchaser set forth herein, Seller shall defend, indemnify and hold Purchaser, and Purchaser's designee, and its employees, officers, shareholders, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all claims, actions, loss, cost, damage and expense (including reasonable attorneys' fees) resulting from a material breach by Seller of any of the representations, warranties and covenants contained in this Agreement. This Section shall survive Closing.

(b) Purchaser represents, warrants and covenants to Seller that, to the best of Purchaser's knowledge and belief:

(i) Purchaser is a Connecticut limited liability company duly organized and existing under the laws of the State of Connecticut which is qualified, to do business in the State of Connecticut. Purchaser is authorized to purchase and own the Property as contemplated hereby. Further, Purchaser (x) has complete and full authority to execute this Agreement and to purchase the Property in accordance with the terms of this Agreement (y) will execute and deliver such other documents, instruments, and agreements as are necessary to effectuate the transaction contemplated herein, including (but not limited to) affidavits and certificates, and (z) will take all such additional action necessary to effect and facilitate the consummation of the sale and purchase transaction contemplated herein;

(ii) Purchaser has received no notice of, nor has any knowledge of, any pending or threatened taking or condemnation of the Property or any portion thereof;

(iii) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any agreement to which Purchaser is a party or any applicable law, order, rule or regulation of any governmental authority.

(c) The representations and warranties of this Section 10 are expected to be made as of the Closing Date. Such representations shall survive the Closing and delivery of the Deed.

Purchaser shall have the right to terminate this Agreement on notice to Seller together with thirty (30) days opportunity to cure if any of Seller's representations or warranties are not true in all material respects as of the Closing (whether due to any change in facts and circumstances after the date hereof or otherwise), whereupon the Non-Refundable Deposit and Earnest Money shall be paid to Purchaser and neither party shall have any further obligations hereunder except as expressly set forth in this Agreement. If

any such representations or warranties are not true as of the Closing but can be made true by the payment of money or, if and to the extent within Seller's reasonable control, by the taking of any other action, Seller shall pay such money or take such action.

11. **Notices.** Any notice by either party hereto shall be in writing and shall be sent by personal delivery, by receipted express courier service (unless the recipient is not present to sign such receipt), sender paid, or by United States Certified Mail, Return Receipt Requested, postage prepaid addressed to the party being notified at the address set forth below or at any other address which a party may from time to time hereafter designate to the other in writing:

If to Seller:                   CITY OF BRIDGEPORT, CONNECTICUT  
Office of the City Attorney  
999 Broad Street, Suite 2  
Bridgeport, CT 06604-4328  
Attention: Lisa R. Trachtenburg, Esquire

Facsimile: (203) 576-8252  
Email: [lisa.trachtenburg@bridgeportct.gov](mailto:lisa.trachtenburg@bridgeportct.gov)

With a copy to:               Airport Manager  
Sikorsky Airport  
1000 Great Meadows Road  
Stratford, CT 06615

If to Purchaser:             125 ACCESS ROAD, LLC  
P.O. Box 320128  
Fairfield, Connecticut 06825  
Attention: Mr. Donald Sherman

With a copy to:               Quatrella & Rizio, LLC  
One Post Road  
Fairfield, Connecticut 06824  
Attention: David L. Quatrella, Esq.

Facsimile: 203-255-6618  
Email: [dquatrella@qrlaw.com](mailto:dquatrella@qrlaw.com)

Notice shall be deemed to be given as of the date postmarked on the letter when mailed, the date of deposit with the receipted express courier service or on the date of confirmed transmission of the facsimile or email or the personal delivery, as the case may be. The period in which a response to a notice must be given or taken, however, shall run from the date of receipt. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given or other factor beyond the reasonable control of the sending party shall be deemed receipt.

12. **Brokers.** Purchaser and Seller represent and warrant to each other that they have dealt with no broker or similar individual or entity in connection with this Property. Seller and

Purchaser each indemnify and hold harmless the other against and from any and all liabilities and expenses, including attorneys' fees, incurred in connection with all judicially proven claims for commissions or other compensation that may be made by anyone claiming through the indemnifying party in connection with the Agreement or the Property. Purchaser expressly agrees to pay its own broker, if any, a separate commission which Purchaser may owe to any such broker pursuant to any written buyer-broker agreement which Purchaser may have entered into with any such buyer-broker. The provisions of this Section 12 shall survive Closing and the delivery of the Deed or any sooner termination of the Agreement.

13. **Default.**

(a) In the event the purchase and sale contemplated by this Agreement is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, other than Purchaser's default hereunder, by Seller to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Seller or reason provided herein for Purchaser's not consummating this transaction, all Earnest Money (and any interest accrued) and the Non-Refundable Deposit shall be returned to Purchaser, without prejudice to any other legal or equitable right or remedy of Purchaser against Seller including, but not limited to, specific performance.

(b) In the event the purchase and sale contemplated by this Agreement is not consummated because of Purchaser's default in its obligation to purchase the Property in accordance with the terms and conditions of this Agreement, other than Seller's default hereunder, then the Earnest Money and the Non-Refundable Deposit paid hereunder shall be the property of Seller as full, complete and final liquidated damages. Seller and Purchaser hereby agree that it would be difficult, if not impossible, to ascertain the damages accruing to Seller as a result of a default by Purchaser under this Agreement and agree that such liquidated damages are a reasonable estimate thereof. The payment of said liquidated damages, therefore, shall constitute Seller's sole remedy against Purchaser and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedy which Seller may have against Purchaser as a result of Purchaser's default.

(c) In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party or parties reasonable attorneys' fees and expenses to be determined by the court in which the action is brought.

(d) In the event of a default by Seller under this Agreement, Purchaser may exercise any rights or remedies which may be available at law or in equity, including, without limitation, specific performance. In all instances, notwithstanding anything to the contrary set forth in this Agreement, termination of this Agreement under any provision shall not relieve Seller from any liabilities arising due to its default or misrepresentation.

14. **Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or

Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. This Agreement may be executed in several counterparts, and by exchange of original and/or facsimile or email copies of signatures, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Agreement constitutes the sole and entire agreement of the parties and is binding upon Seller and Purchaser, their heirs, successors, legal representatives and assigns, subject to the provisions of Section 9 above. The submission of this Agreement by Seller to Buyer for review and execution shall not be deemed or construed as an offer to sell the Property, and this Agreement shall not be binding upon the parties unless and until executed and delivered by both parties hereto. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought. All representations, warranties and covenants set forth herein shall not survive Closing except to the extent expressly provided for herein.

15. **No Recording.** Upon execution hereof, Seller and Purchaser have executed a Notice of Contract, which Purchaser may record at Purchaser's expense. Seller shall execute such modifications of such Notice or other documents that may be reasonably required in order to record such Notice. If this Agreement shall have been recorded or filed by either party, the Purchaser shall at Purchaser's expense, deliver to the Seller a Quit Claim Deed and/or other instrument or document of release as Seller may deem necessary, releasing any and all interest under this Agreement. If Purchaser has not delivered a Quit Claim Deed or other release as aforementioned, within ten (10) days after written notice of request therefor is received by Purchaser, Seller's recorded affidavit to the effect that this Agreement has been terminated under this provision shall constitute a release of any and all interest under this Agreement and shall operate as such release. If the Purchaser shall fail to deliver the required Deed to the Seller within thirty (30) days after the date set for closing, the Seller shall have the further right to commence an action to procure an adjudication of the termination of the Purchaser's rights, in which case the Purchaser shall pay all costs of the action, including reasonable attorneys' fees. Purchaser has signed and delivered to Escrow Agent upon execution hereof a termination of the Notice of Contract, which termination instrument may be released to Seller on at least ten days' prior notice to Purchaser in the event of termination of this Agreement for any reason other than Seller's default.

16. **Like-Kind Exchange.** Seller acknowledges that Purchaser may desire to purchase the Property in a like-kind exchange and Seller agrees to cooperate and participate, at Purchaser's request, in transfer of the Property in such a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), so long as (a) such transaction is at no additional cost to Seller, and (b) Purchaser shall protect, defend, indemnify and hold Seller fully harmless from all loss, cost, expense, obligation, liability, and/or damages that Seller might ever experience or suffer (including costs of attorneys and other legal representation) in whole or in part related to or in connection with Seller's participation in such an exchange. It is

the intent of the parties that Seller incur no income tax or other liability as a result of cooperating with Purchaser or any persons comprising Purchaser in consummating a like-kind exchange, and that Seller shall have no responsibility or liability for the tax consequences to Purchaser or any such person of such efforts to effect a like-kind exchange, Seller making and being required to make no representations or warranties concerning the effectiveness of same.

17. **Date of Agreement.** In the event this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party. The "Effective Date" of this Agreement shall be the date upon which it is accepted by the party to whom the offer is made.

18. **Governmental Approvals.**

A. Purchaser's obligation to close title hereunder is expressly contingent upon Seller obtaining all governmental permits, consents and approvals (collectively, the "Approvals") necessary to permit the sale of the Property by Seller to Purchaser. Said Approvals shall include the following:

- (a) Bridgeport City Council approval of the sale contemplated hereunder, upon terms and conditions satisfactory to Purchaser;
- (b) Bridgeport Planning and Zoning Commission approval of the sale of the Property pursuant to a Section 8-24, C.G.S. referral; and
- (c) Federal Aviation Administration ("FAA") approval of the sale of the Property, which is a part of the land comprising Sikorsky Memorial Airport, and release and/or waiver of any and all restrictions which may limit use of the Property to "airport related uses and purposes", upon terms and conditions satisfactory to Purchaser.

Seller agrees to use best efforts to pursue all of the above Approvals as expeditiously as possible, and in a commercially reasonable and continuous manner. Written proof shall be provided by Seller to Purchaser that Seller has initiated such actions as are necessary to obtain the Approvals, and Seller shall provide Purchaser with a status of Seller's progress in obtaining the Approvals on a periodic basis and upon Purchaser's request. In the event that Seller has not obtained the Approvals on or before November 1, 2012, Purchaser shall have the right and option to terminate this Agreement upon written notice to Seller sent anytime thereafter, after which notice Seller shall immediately return the Non-Refundable Deposit and Earnest Money to Purchaser whereupon this Agreement shall be null and void and without further force or effect.

B. Seller shall have a period of thirty (30) days following the Effective Date (the "Approval Submission Period") in which to submit applications for the Approvals, and thereafter shall have until November 1, 2012 (the "Approval Period") in which to (i) obtain the Approvals, and (ii) if one or more Approvals are appealed within any applicable appeal period (the "Appeal Period"), to defend and resolve such Appeal(s). Notwithstanding the foregoing, the Approval Period shall not extend beyond the Outside

Closing Date (time being of the essence), unless such Period was extended pursuant to Section 7(c) hereinabove or by the written agreement of Purchaser. Subject to the provisions of Section 1(A) (f), in the event the Approvals are denied, then in such event Seller and Purchaser shall each have the right and option to terminate this Agreement at any time thereafter upon written notice to the other, notwithstanding the fact that the Approval Period following the Effective Date may not have expired whereupon the Non-Refundable Deposit and Earnest Money shall be immediately returned and paid to Purchaser; provided, however, that (a) the Outside Closing Date may be extended by Purchaser for successive periods of sixty (60) days each unless any and all appeals of the granting of any Approvals shall have been rejected or denied without any further right to appeal remaining, and (b) if Seller sends notice of termination, Purchaser shall have successive periods of sixty (60) days each after receipt of such notice to seek to obtain the Approvals and, if it is able to obtain the Approvals within such period, the termination notice shall be deemed null and void and this Agreement shall remain in full force and effect.

19. **Charitable Contribution.** Purchaser agrees that at the time closing of title occurs Purchaser shall make a charitable contribution (the "Charitable Contribution") to Seller or to Seller's designee (provided such designee is a I.R.C. Section 501(c)(3) "qualified" charitable organization or entity) in the amount of Fifty Thousand (\$50,000.00) Dollars, which Charitable Contribution shall be used for the renovation, restoration, repair and maintenance of the Corsair airplane and monument located at Sikorsky Memorial Airport in Stratford, Connecticut. The parties agree to execute and deliver to each other all necessary tax forms (both State of Connecticut and Federal) at the time of Closing required to verify, confirm and document such Charitable Contribution, including but not limited to IRS Form 8283, as such may be revised.

20. **Stratford Zoning Variance.** The parties acknowledge that Invest II's subtenant, APTAR, has filed applications for governmental approvals to construct a 45,000± square foot additional (the "Addition") to the existing 135,000 square foot building, including but not limited to applications with the Federal Aviation Administration ("FAA") and the Stratford Zoning Board of Appeals to obtain certain variances of the required on-site parking spaces and the set-back distances necessary to allow the Addition to be constructed (all of the foregoing approvals being hereinafter referred to as the "Governmental Approvals"). The Seller has reviewed the plans and specifications for the Addition and agrees to cooperate fully with Purchaser Invest II and APTAR, at no cost and expense to Seller, in the pursuit of said Governmental Approvals. Seller agrees to sign and countersign all necessary applications for such Governmental Approvals, including but not limited to any applications for demolition and/or building permits in connection with the Addition and shall support, and not oppose, the applications for such Governmental Approvals both before and after closing of title occurs hereunder. In the event that said Governmental Approvals are obtained prior to closing of title hereunder, Seller agrees to cooperate, further, in executing and delivering all documentation required under the terms of the Ground Lease to allow Invest II to refinance its leasehold mortgage in connection with the financing of the construction of the Addition, including but not limited to execution and delivery of all estoppel certificates, instruments of subordination and collateral assignment of the Ground Lease as may be required by Invest II's mortgagee and as required under the terms of the Ground Lease. In this regard, Purchaser shall cause Invest II to provide a minimum of ten (10) days prior written notice of the forms necessary for Seller to

execute and deliver, and Seller agrees to execute and deliver said forms within ten (10) days immediately following receipt.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.***



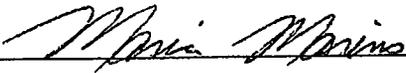
IN WITNESS WHEREOF, the Purchaser has executed this Agreement as of the day and year written below.

WITNESSED AS TO PURCHASER:

PURCHASER:  
125 ACCESS ROAD, LLC

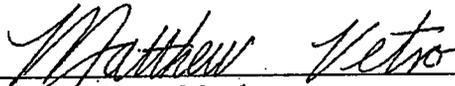
  
\_\_\_\_\_

By:   
Alfred Lenoci, Jr., President of PACA, Inc., the  
sole General Partner of The L/C Family Limited  
Partnership I, a Member of Purchaser

  
\_\_\_\_\_

By:   
Michael Schinella, Member

By:   
Donald J. Sherman, Member

By:   
Matthew Vetro, Member

STATE OF CONNECTICUT

:

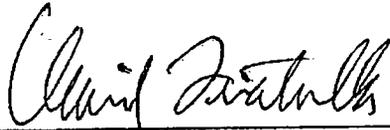
: ss. Fairfield

July 16, 2012

COUNTY OF FAIRFIELD

:

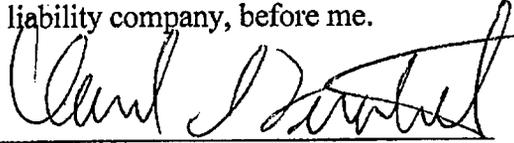
Personally appeared, **Alfred Lenoci, Jr.**, President of PACA, Inc., Sole General Partner of **The L/C Family Partnership I**, a Member of 125 ACCESS ROAD, LLC, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said PACA, Inc., The L/C Family Partnership I and 125 ACCESS ROAD, LLC, before me.

  
\_\_\_\_\_

David L. Quatrella  
Commissioner of the Superior Court

STATE OF CONNECTICUT :  
: ss. Fairfield July 16, 2012  
COUNTY OF FAIRFIELD :

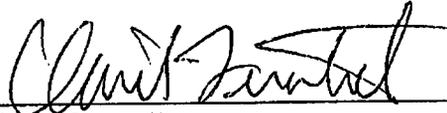
Personally appeared, **Michael Schinella**, Member of **125 ACCESS ROAD, LLC**, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.



David L. Quatrella  
Commissioner of the Superior Court

STATE OF CONNECTICUT :  
: ss. Fairfield July 16, 2012  
COUNTY OF FAIRFIELD :

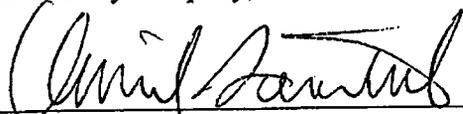
Personally appeared, **Donald J. Sherman**, Member of **125 ACCESS ROAD, LLC**, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.



David L. Quatrella  
Commissioner of the Superior Court

STATE OF CONNECTICUT :  
: ss. Fairfield July 16, 2012  
COUNTY OF FAIRFIELD :

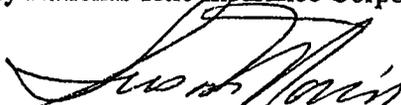
Personally appeared, **Matthew Vetro**, Member of **125 ACCESS ROAD, LLC**, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.



David L. Quatrella  
Commissioner of the Superior Court

The undersigned does hereby execute and join the foregoing Agreement for the limited purpose of acknowledging and agreeing to the terms and conditions of Section 1A of the Agreement.

ESCROW AGENT  
Fidelity National Title Insurance Corporation

By: 

Name: SUSAN MARIA

Title: Vice President

Duly Authorized

Date signed: July 24, 2012

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

ALL that certain parcel of land designated as Parcel 1 on a map entitled "Map of Property for 125 ACCESS ROAD, LLC, Stratford, Conn., January 11, 1983" made by The Huntington Company, Engineers & Surveyors, Fairfield, Connecticut. Said map is filed in the Stratford Town Clerk's Office as Map No. 2498. Said parcel being bounded and described as follows: Beginning at the northeasterly corner of said Parcel 1 where the boundary separating land N/F of RGT Associates from land herein described intersects the southerly street line of Access Road; said point is referenced to a concrete monument, which monument is 0.09' south and 0.11' east of the point of beginning:

Thence S 16 degrees 33 minutes 05 seconds East, 656.93 feet along land N/F of RGT Associates, N/F Giannattei Associates Limited Partnership and N/F of Gian Real Estate Co. each in part;

Thence S 50 degrees 41 minutes 15 seconds West, 3.10 feet and S 16 degrees 17 minutes 30 seconds East, 272.88 feet along land N/F of the City of Bridgeport;

Thence S 73 degrees 42 minutes 30 seconds West, 325.0 feet;  
N 16 degrees 17 minutes 30 seconds West 56.65 feet;  
S 73 degrees 42 minutes 30 seconds West, 167.62 feet and  
N 69 degrees 13 minutes 50 seconds West, 165.90 feet, said last four distances being along land of the City of Bridgeport.

Thence N 16 degrees 17 minutes 30 seconds West, 596.49 feet along land of the City of Bridgeport and N/F of John S. Gentile each in part;

Thence easterly by a curve to the left having a radius of 1004.93 feet and an arc distance of 226.32 feet said curve has a chord bearing of N 62 degrees 01 minutes 50 seconds East, 225.84 feet and N 55 degrees 34 minutes 45 seconds East, 424.80 feet along the southerly street line of Access Road to the point of beginning.

Said parcel contains 11.415 acres.

TOGETHER WITH the right to drain, discharge, disperse and emit water upon, under, through and across that certain parcel of land adjacent to the above described parcel of land and more particularly described as follows (hereinafter called the "Drainage Parcel"):

ALL that certain parcel of land designated as "Drainage Parcel" shown on a map entitled "Map of Property for 125 ACCESS ROAD, LLC, Stratford, Conn.", dated July 1, 1986 revised to March 30, 1998 made by The Huntington Company, Engineers & Surveyors, Fairfield, Connecticut. Said parcel is a strip of land 20' wide running southwesterly from the southerly boundary of Parcel 1 to the headwall at the end of a 42" Reinforced Concrete Pipe as shown on a map entitled "Map of Property for 125 ACCESS ROAD, LLC, Stratford, Conn., January 11,

1986" made by The Huntington Company, Engineers & Surveyors, Fairfield, Conn., which map is on file in the Stratford Town Clerks office as map No. 2498. Said parcel commences at a "Point of Beginning" which "Point" is located from the intersection of the boundary separating land now or formerly of RGT Associates from land of 125 ACCESS ROAD, LLC, and the southerly street line of Access Road, the following courses and distances, S 16 degrees 33 minutes 05 seconds East, 656.93 feet along land now or formerly of RGT Associates, now or formerly of Giannattei Associates Limited Partnership and now or formerly of Gian Real Estate Co., each in part.

Thence S 50 degrees 41 minutes 15 seconds West, 3.10 feet, S 16 degrees 17 minutes 30 seconds East, 272.88 feet,  
S 73 degrees 42 minutes 30 seconds West, 325.0 feet, N 16 degrees 17 minutes 30 seconds West, 56.65 feet, and  
S 73 degrees 42 minutes 30 seconds West, 60.5 feet to the "Point of Beginning". Said last five distances being along land now or formerly of the City of Bridgeport.

Thence S 25 degrees 24 minutes 15 seconds West, 299.45 feet, N 64 degrees 35 minutes 45 seconds West, 20.0 feet and  
N 25 degrees 24 minutes 15 seconds East, 281.63 feet. Said last three distances again being along land now or formerly of the City of Bridgeport, and

Thence N 73 degrees 42 minutes 30 seconds East, 26.79 feet along land of 125 ACCESS ROAD, LLC to the "Point of Beginning".

Said parcel contains 5811 square feet

TOGETHER WITH the right to lay, construct, maintain, repair, service, operate, replace, reconstruct and/or remove within the Drainage Parcel drainage pipes and ditches (the "Drainage Lines"), together with the right to excavate and refill ditches and/or trenches for the location of the Drainage Lines and the further right to remove trees, bushes, undergrowth and obstructions within the Drainage Parcel that interfere with the location, construction and maintenance of the Drainage Lines.

TOGETHER WITH the right of ingress and egress over, along and across the Drainage Parcel for purposes of laying, constructing, maintaining, repairing, servicing, replacing, reconstructing, removing, altering and/or inspecting the Drainage Lines or operating the Drainage Lines.

**EXHIBIT "B"**

**LIST OF PERSONAL PROPERTY**

None

## EXHIBIT C

### LEASE SCHEDULE

There will be no oral or written leases in effect at the time of closing, nor will there be any tenants in possession of the Property at the time of closing, except for the following:

1. The following tenant now leases the entire premises: Invest II pursuant to that certain Ground Lease dated November 29, 1984.
2. The following subtenant now subleases the entire premises from Invest II: Aptar, Inc. f/k/a Emsar, Incorporated, which Sublease is dated July 10, 1997.

**EXHIBIT "D"**

**OPERATING AGREEMENTS SCHEDULE**

None

**EXHIBIT "E"**

**PERMITTED TITLE EXCEPTIONS**

**(to be discussed)**



CITY OF BRIDGEPORT  
**SIKORSKY**  
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615  
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

changed to ECD&E Committee  
COMM. #128-11 Referred to ~~Contracts Committee~~ on 09/04/2012

MEMO

TO: Fleeta Hudson, City Clerk  
FROM: John K. Ricci, Airport Manager  
DATE: August 23, 2012

Please place the attached Resolution to receive a federal grant before the City Council and any appropriate Committee for approval.

If you have any questions, please contact me.

JKR:n

cc: Lisa Trachtenburg, Associate City Atty.

attachment

RECEIVED  
CITY OF BRIDGEPORT  
2012 SEP 24 A 10:12

## **RESOLUTION**

### **THE CITY COUNCIL OF BRIDGEPORT, CONNECTICUT**

WHEREAS, the City of Bridgeport ("City") is under State issued Notices of Violation ("NOV") regarding a tide gate and a culvert on Sikorsky Memorial Airport property ("Airport"); and

WHEREAS, the NOV's remedies are connected in time, effect, and cost to the City's commitment to pursue a runway safety area ("RSA") at the end of the Airport's Runway 6/24; and

WHEREAS, the creation of the RSA to incorporate a Engineered Materials Arrestor System ("EMAS") required the relocation of State Route 113 in Stratford, CT; and

WHEREAS, the State of Connecticut has agreed to be the lead agency in the actual construction of the relocation of Route 113, the RSA and the runways' narrowing and reconstruction ("Project") which Project is now at a time critical path for funding as it has been for safety improvements; and

WHEREAS, delays incurred which included State moratoriums and/or the extensions thereof have added scope and additional work to the permitting process; and

WHEREAS, the Federal Aviation Administration has approved a scope of work and cost for a grant to take the City through final design and permitting of the Project in the amount of \$2,610,000 with a local match requirement of 10%; and

WHEREAS, the Federal Aviation Administration is reviewing and processing a State grant for the Project oversight in the amount of \$900,000 with a local match requirement of 10%; and

WHEREAS, the pursuit of the critical safety improvement project at the Airport is in the City's and the Region's best interests

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Bridgeport does hereby authorize the Mayor and/or his authorized designee to accept the pending grants with the Federal Aviation Administration, to negotiate with State their respective obligations regarding the local match requirements, and to execute any and all grant agreements and contracts as may be approved by the Office of the City Attorney in order further the purpose of said grants toward the safety improvement project at the Airport.



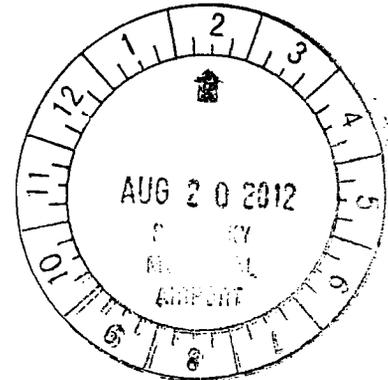
U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Federal Aviation Administration  
New England Region

12 New England Executive Park  
Burlington, MA 01803

August 16, 2012

Mr. John Ricci  
Airport Manager  
Igor I. Sikorsky Memorial Airport  
1000 Great Meadow Road  
Stratford, Connecticut 06615

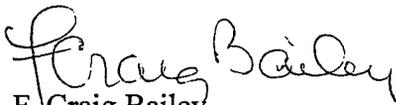


Dear Mr. Ricci:

I have reviewed the scope of services, fee proposal and independent fee estimate for the additional environmental permitting services required for the relocation of Main Avenue to allow for the construction of the R/W 24 end safety area at Sikorsky. The scope is acceptable and the fee, \$2,401,371, is approved. The work will be eligible for reimbursement under a grant expected to be offered in FY2012.

If you have any questions, please call me.

Sincerely,

  
F. Craig Bailey  
Senior Project Manager



City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF CITY PLANNING**  
**MARGARET E. MORTON GOVERNMENT CENTER**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7760  
FAX: (203) 576-3879

DAVID M. KOORIS  
Director

MICHAEL P. NIDOH  
Director of Planning

BILL FINCH

Mayor COMM. #129-11 Ref'd to Ordinance Committee on 09/04/2012.

August 24, 2012

Bridgeport City Council  
c/o Office of the City Clerk  
City Hall – Room #204  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: Amend City Ordinance 12.08.030  
Restrictions as to Driveways

RECEIVED  
CITY CLERK  
AUG 27 2012

Section 12.08.030 of the City's Code of Ordinances (see page 293) involves the City's restrictions as they relate to driveway approaches, spacing, etc. With the advent of new and modern Fire Department equipment as well as industry standard vehicular turning radii template changes, these types of vehicles are requiring a greater driveway opening than that which is currently allowed by this Ordinance to access sites for emergency response vehicles and deliveries, especially with regards to commercial and industrial sites.

During project site plan reviews, the Fire Dept. is consistently identifying the need for a wider entrance/exit driveway for their equipment which causes the non-residential developer and/or the property owner to seek a "permit" (or variance) from the City Council via the Director of Public Facilities for relief from this restriction. Commercial and industrial redevelopment projects coming before the City's regulatory agencies also have to be regularly directed to the City Council for variances to this ordinance in order to advance their projects. This adds unnecessary costs and project delays to their development schedules.

The existing Ordinance reads as follows:

*"Except as otherwise provided in this code, driveway approaches shall be limited to a width of twenty (20) feet at the sidewalk with allowable two-foot flair at each side at the curb, making the maximum width at the curb twenty-four (24) feet. No driveway approaches for the same property shall be closer together than twenty-five (25) feet."*

In consultation with the Fire Marshall's division of the Bridgeport Fire Department, the Office of the City Engineer, Zoning staff, the Office of the City Attorney, and private engineering firms, a more reasonable width for City driveway approaches would be to establish driveway widths by land use classification.



City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF CITY PLANNING**  
**MARGARET E. MORTON GOVERNMENT CENTER**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7760  
FAX: (203) 576-3879

DAVID M. KOORIS  
Director

MICHAEL P. NIDOH  
Director of Planning

BILL FINCH  
Mayor

August 24, 2012

Bridgeport City Council  
c/o Office of the City Clerk  
City Hall – Room #204  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: Amend City Ordinance 12.08.030  
Restrictions as to Driveways

Section 12.08.030 of the City's Code of Ordinances (see page 293) involves the City's restrictions as they relate to driveway approaches, spacing, etc. With the advent of new and modern Fire Department equipment as well as industry standard vehicular turning radii template changes, these types of vehicles are requiring a greater driveway opening than that which is currently allowed by this Ordinance to access sites for emergency response vehicles and deliveries, especially with regards to commercial and industrial sites.

During project site plan reviews, the Fire Dept. is consistently identifying the need for a wider entrance/exit driveway for their equipment which causes the non-residential developer and/or the property owner to seek a "permit" (or variance) from the City Council via the Director of Public Facilities for relief from this restriction. Commercial and industrial redevelopment projects coming before the City's regulatory agencies also have to be regularly directed to the City Council for variances to this ordinance in order to advance their projects. This adds unnecessary costs and project delays to their development schedules.

The existing Ordinance reads as follows:

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In consultation with the Fire Marshall's division of the Bridgeport Fire Department, the Office of the City Engineer, Zoning staff, the Office of the City Attorney, and private engineering firms, a more reasonable width for City driveway approaches would be to establish driveway widths by land use classification.

Therefore, I am requesting the City Council's consideration of a proposed amendment to Section 12.08.030 of the City's Code of Ordinances that could read as follows:

*“Except as otherwise provided in this Code, driveway approaches shall be limited to a width as follows:*

- (a) For **residential properties** involving one, two, and three-family structures, a driveway approaches at the property line of a maximum of 20 feet with 2-foot flairs at the curb line shall be allowed;*
- (b) For **larger multi-family residential properties** such as apartment complexes and condominiums in excess of four (4) units, a driveway approaches at the property line of a maximum of 24 feet with 3-foot flairs at the curb line shall be allowed; and*
- (c) For **commercial, industrial, and institutional properties** such as mixed-use retail centers, office complexes, factories and warehouses, restaurants, and stand-alone commercial properties such as banks, fast-food restaurants and gas stations, a driveway approach at the property line of a maximum of 30 feet with 3-foot flairs at the curb line shall be allowed.*
- (d) No driveway approaches for the same property shall be closer together than twenty-five (25) feet except those uses listed in (a) above that would utilize a common driveway.”*
- (e) No driveway approaches at street corners or crosswalks shall be permitted closer than thirty (30) feet from the “stop bar”, “crosswalk”, “bus stop” and/or intersecting street line.*

Currently, the process of seeking a “permit” or variance from the City Council regarding this Ordinance starts with a written request to the Director of Public Facilities by the property owner or developer. The Director then submits a letter requesting such a “permit” to the City Council whereby it is referred to the Public Safety & Transportation Committee (“PS&TC”) of the City Council. The request is then sent to various City departments for their review and comments before returning to the full City Council for action. This process would not change under the proposed text amendment; any variances to the revised ordinance would still come before the City Council however; with these proposed changes, it is anticipated that the number of variances would be reduced.

The process generally takes between 60-90 days to complete which could be an impediment to the construction process and as such, have a financial impact on the funding of the project should this process extend the duration of the project.

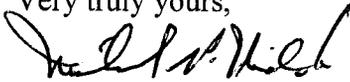
By changing (and in effect – “modernizing”) this ordinance, the City would be: (a) more development ready; (b) result in fewer of these items having to come before the City Council, and (c) would be a very welcomed change within the development community that cuts the potential for a 60-90 day process from their schedules. It is envisioned that there will still be the need to periodically appear before the City Council for variances to this ordinance as there will always be “unique situations” to deal with.

The attached Resolution of the City Council reflects the proposed changes to Section 12.08.030 of the City's Code of Ordinances as described above. I will be available at your Council Committee meeting to answer any questions that you may have regarding this item.

Should you have any questions of me regarding this request in the interim, please feel free to contact me at your convenience.

Thank you in advance for your consideration of this request.

Very truly yours,



Michael P. Nidoh  
Director of Planning

Attachment: (1)

Pc: Charles Carroll – Public Facilities (w/attachment)  
David Kooris – OPED (w/attachment)  
Andrew Nunn – CAO (w/attachment)  
Edmund Schmidt – Office of the City Attorney (w/ attachment)

**RESOLUTION OF THE BRIDGEPORT CITY COUNCIL  
REGARDING THE AMENDMENT TO  
SECTION 12.08.030 – RESTRICTION AS TO DRIVEWAYS  
OF THE  
CODE OF ORDINANCES**

**WHEREAS**, the City of Bridgeport’s Code of Ordinances contains Section 12.08.030 – Restrictions as to Driveways that regulates the width of driveway approaches at the property and curb lines; and

**WHEREAS**, it has become apparent in recent years that industry standards for the turning radii of delivery vehicles, mass transit vehicles, and more importantly, emergency response equipment have changed that now require greater turning radii to access property off of the public right-of-way; and

**WHEREAS**, the Bridgeport Fire Department has, for years, consistently required developers to increase the turning radii of the driveway approaches to their projects to accommodate the potential for emergency vehicles to freely access their sites in an emergency causing these projects to seek a variance or permit from the Bridgeport City Council; and

**WHEREAS**, the City’s land use, regulatory, and economic development staffs have observed the need to update the City’s ordinance involving driveway approaches to reflect modern industry standards and the needs of our emergency responders to better access residential, commercial, institutional, and industrial sites; and

**WHEREAS**, revising City Ordinance 12.08.030 and its restrictions as to driveway approaches along the lines of land use classifications modernizes this ordinance and provides for an efficient means of regulating driveway approaches for public, private and emergency services operations.

**NOW, THEREFORE, BE IT RESOLVED** by the Bridgeport City Council that the Code of Ordinances Section 12.08.030 is hereby amended to reflect the following text:

*“Except as otherwise provided in this Code, driveway approaches shall be limited to a width as follows:*

- (a) For **residential properties** involving one, two, and three-family structures, driveway approaches at the property line of a maximum of 20 feet with 2-foot flairs at the curb line shall be allowed;*
- (b) For **larger multi-family residential properties** such as apartment complexes and condominiums in excess of four (4) units, driveway approaches at the property line of a maximum of 24 feet with 3-foot flairs at the curb line shall be allowed; and*
- (c) For **commercial, industrial, and institutional properties** such as mixed-use retail centers, office complexes, factories and warehouses, restaurants, and stand-alone commercial properties such as banks, fast-food restaurants and gas stations, a driveway*

*approach at the property line of a maximum of 30 feet with 3-foot flairs at the curb line shall be allowed.*

- (d) No driveway approaches for the same property shall be closer together than twenty-five (25) feet except those uses listed in (a) above that would utilize a common driveway.”*
- (e) No driveway approaches at street corners or crosswalks shall be permitted closer than thirty (30) feet from the “stop bar”, “crosswalk”, “bus stop” and/or intersecting street line.*

**BE IT FURTHER RESOLVED** that the revised Sec. 12.08.030 of the Bridgeport Code of Ordinances shall become effective on the first day of the month following the final approval of the Bridgeport City Council.



City of Bridgeport, Connecticut  
DEPARTMENT OF CENTRAL GRANTS AND  
COMMUNITY DEVELOPMENT

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 576-8144  
Fax (203) 332-5657

ANDREW J. NUNN  
CAO

BILL FINCH  
Mayor

COMM. 130-11 ACCEPTED AND MADE PART OF THE RECORD on  
09/04/2012

Senior Manager

To: Tom McCarthy, City Council President

From: Tyler Fairbairn, Acting Senior Manager *WAF 8/29/12*  
Department of Central Grants and Community Development

RE: Conflict of Interest for HOME Program /  
Mayor's Homeownership Initiative

Date: August 29, 2012

The Department of Central Grants and Community Development (the "Department") intends to close on the sale of a City-owned multi-family house with an applicant whose son is presently employed by the City of Bridgeport. In accordance with HOME Regulations 92.356 regarding conflict of interest, HUD requires that the applicant fill out and sign the attached form in order for the municipality to determine whether or not a conflict of interest exists, and to publicly disclose the sale of HOME-funded property regardless of whether or not a conflict of interest exists. Public disclosure is normally made by including the sale of the property on the Council agenda as an item to be read into the record and made a part of the public minutes associated with the meeting. Although it does not require action by the City Council, it does require public disclosure.

In this instance, the Department has determined that a conflict of interest does not exist, as neither the applicant nor his son exercise any functions or responsibilities associated with the Department, nor do they have any supervisory responsibility relative to the disbursement of HOME Program funds. The referenced property is located at 39-41 McKinley Avenue. The applicant's name and his son's name and position with the City of Bridgeport are:

Quoc Thang Tran (applicant)  
Bieu Tran, Data Coordinator, Department of Public Facilities

Thank you for your assistance.

cc: Adam Wood, Chief of Staff (by email)  
Andy Nunn, CAO (by email)  
Alanna C. Kabel, Assistant CAO (by email)  
Mark Anastasi, City Attorney (by email)  
City Clerk's Office

## HOME PROGRAM CONFLICT OF INTEREST QUESTIONNAIRE

"HOME Program" refers to the funding program created under federal law (42 United States Code Sec. 12701, et seq.) whereby the United States Department of Housing and Urban Development ("HUD") allocates funds to the City of Bridgeport (the "City") to expand the supply of decent, safe, sanitary, and affordable housing for very low-income and low-income families. The purpose of this questionnaire is to comply with the HUD regulations regarding possible conflict of interest (24 Code of Federal Regulations Sec. 92.356).

**A. Are you:**

- |    |  |     |                                     |                   |
|----|--|-----|-------------------------------------|-------------------|
| 1. | An employee of the City:   | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 2. | An agent of the City:  | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 3. | Consultant for the City:   | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 4. | Officer of the City:   | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 5. | Elected official of the City:  | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 6. | Appointed official of the City:  | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 7. | A public agency or nonprofit organization selected by the City to administer the HOME Program on behalf of the City: | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |

**B. Do you:**

- |    |   |     |                                     |                   |
|----|---|-----|-------------------------------------|-------------------|
| 1. | Exercise HOME Program functions or responsibilities:                                    | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 2. | Have you exercised HOME Program functions or responsibilities in the past one (1) year: | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 3. | Hold or are you in a position to participate in HOME Program decision making:           | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 4. | Have access to gain inside information regarding HOME Program activity?                 | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |

**C. Do any of the above categories apply to:**

- |    |   |     |                                     |                   |
|----|---|-----|-------------------------------------|-------------------|
| 1. | You:  | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 2. | A family member, i.e., spouse, parent (including steps), child (including steps), brother or sister (including steps), grandparent, grandchild: | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |
| 3. | A business associate:   | Yes | <input checked="" type="radio"/> No | Initial <u>QT</u> |

My son works in the Department of Public Facilities. He is not purchasing the property as he will be renting on the first floor from me once the purchase is complete.

D. Is this application being submitted during your tenure in any position in A above or for one year thereafter:

Yes

No

Initial GT

PLEASE NOTE THAT IF YOU ANSWERED "YES" TO SECTION A. 4, 5 OR 6 ABOVE, I.E., IF YOU ARE AN OFFICER OR AN ELECTED OR APPOINTED OFFICIAL OF THE CITY OF BRIDGEPORT, YOU ARE INELIGIBLE TO PURCHASE HOME-FUNDED CITY-OWNED PROPERTY PURSUANT TO CITY OF BRIDGEPORT HOME PROGRAM GUIDELINES.

I UNDERSTAND THAT A FALSE STATEMENT ON THIS QUESTIONNAIRE MAY BE GROUNDS FOR REJECTION OF MY APPLICATION TO PURCHASE FEDERALLY-ASSISTED PROPERTY OWNED BY THE CITY OF BRIDGEPORT. IN ADDITION, A FALSE STATEMENT MAY RESULT IN A FINE OR IMPRISONMENT PURSUANT TO 18 U.S.C. Sec. 1001.

Date: 07/30/2012

[Signature]

Applicant

**CONSENT TO DISCLOSURE**

I understand that if it is determined that my application to purchase property owned by the City of Bridgeport constitutes an actual or potential conflict of interest under applicable federal regulations, my application may be considered for an exception, in which case my application will be publicly disclosed pursuant to procedures adopted by the City and approved by HUD. By my further signature below, I hereby expressly consent to such public disclosure.

Date: 07/30/2012

[Signature]

Applicant



CITY OF BRIDGEPORT  
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

THOMAS R. SHERWOOD COMM. #131-11 Ref'd to Budget & Appropriations Committee on 09/04/2012.  
Director

August 29, 2012

Mr. Robert Curwen, Mr. Angel DePara, Co-Chairmen  
Budget and Appropriations Committee  
Members of the Bridgeport City Council:

Enclosed is the City of Bridgeport's request to modify the FY 2013-2017 Five Year Capital Plan. Several grant match projects and new City projects have necessitated the need for modification to the Capital Plan.

In order to approve contract documents (in separate committees) it is necessary to amend the capital plan and authorize bond funding for the new amounts.

City Staff will be available at the BAC meeting to discuss the projects. A bond authorization document will be provided under separate cover. As always, I will be available to discuss this program with you if the need should arise.

Sincerely,

Thomas R. Sherwood  
OPM Director

cc: Bill Finch, Mayor  
Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Charles M. Carroll, Director DPF  
Anne Kelly-Lenz, Acting Finance Director

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2012 09 09 P 2 10

<u>PROJECT DESCRIPTION</u>	<u>Capital Plan Adopted to date</u>	<u>FY 2013 Capital Plan MODIFICATION</u>	<u>TOTAL Capital Plan AMENDED</u>
Bridge - Capitol Avenue over Rooster River		770,000	770,000
Bridge - Artic Street over Pembroke Lakes		1,280,000	1,280,000
Arena Scoreboard & Technology		1,000,000	1,000,000
Sikorsky Airport Mitigation Projects		3,000,000	3,000,000
CMAQ Bike Network & Share Program		400,000	400,000
Barnum Museum	500,000	1,500,000	2,000,000
<b>TOTAL BOE</b>	<b>500,000</b>	<b>7,950,000</b>	<b>8,450,000</b>



CITY OF BRIDGEPORT  
**DEPARTMENT OF FINANCE**  
MARGARET E. MORTON GOVERNMENT CENTER  
999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone 203-576-7251 Fax 203-576-7067

BILL FINCH  
Mayor

ANNE KELLY - LENZ  
Acting Finance  
Director

Comm. #132-11 Ref'd to Budget & Appropriations Committee on 09/04/2012.

## MEMORANDUM

**To:** Fleeta Hudson, City Clerk

**From:** Anne Kelly-Lenz, Acting Finance Director *AKL*

**Date:** August 29, 2012

**Re:** **APPROVAL OF ADDITIONAL CAPITAL PROJECT  
AUTHORIZATION TO THE 2013-2017 CAPITAL BUDGET**

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

Encs.  
AKL/gc

RECEIVED  
FIVE  
AUG 30 2012

## **CITY OF BRIDGEPORT CONNECTICUT**

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

### **APPROVAL OF ADDITIONAL CAPITAL PROJECT AUTHORIZATION TO THE 2013-2017 CAPITAL PLAN**

**WHEREAS**, the City Council of the City of Bridgeport (the "City") has adopted the City's Five Year Capital Plan for Fiscal Years 2013-2017, as amended (the "2013-2017 Capital Plan"); and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to add additional capital plan authorization in the amount of \$7,950,000, for the capital projects more particularly listed on Exhibit A attached hereto, to the City's 2013-2017 Capital Plan (the "Projects"); and now therefore, be it

**RESOLVED**, That the City's 2013-2017 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the Projects as set forth herein.

**Exhibit A**

**Additional Capital Projects**

<b><u>Project Description</u></b>	<b><u>Capital Plan Authorization To Date</u></b>	<b><u>Additional 2013-2017 Capital Plan Authorization</u></b>	<b><u>Total Amended Capital Plan Authorization</u></b>
<i>Public Facilities</i>			
Bridge - Capital Avenue over Rooster River		\$770,000	\$770,000
Bridge - Artic Street over Pembroke Lakes		\$1,280,000	\$1,280,000
Arena Scoreboard & Technology		\$1,000,000	\$1,000,000
Sikorsky Airport Mitigation Projects		\$3,000,000	\$3,000,000
CMAQ Bike Network & Share Program		\$400,000	\$400,000
Barnum Museum	\$500,000	\$1,500,000	\$2,000,000
<b>TOTAL</b>	\$500,000	\$7,950,000	\$8,450,000



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BILL FINCH  
Mayor

Comm. #133-11 Ref'd to Budget & Appropriations Committee on  
09/04/2012.

ANNE KELLY - LENZ  
Acting Finance  
Director

## MEMORANDUM

**To:** Fleeta Hudson, City Clerk

**From:** Anne Kelly-Lenz, Acting Finance Director *AKL*

**Date:** August 29, 2012

**Re:** **APPROVAL OF GENERAL OBLIGATION BONDS –  
To Fund Certain Capital Improvement Projects**

---

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

Encs.  
AKL/gc

RECEIVED  
AUG 29 12 33 35  
CITY OF BRIDGEPORT

# CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

## **APPROVAL OF GENERAL OBLIGATION BONDS - To Fund Certain Capital Improvement Project**

**WHEREAS**, the City Council of the City of Bridgeport (the “City”) has previously added the capital plan authorizations in the amount of \$7,950,000 for the capital projects more particularly listed on Exhibit A attached hereto (the “Projects”) to the City’s Five Year Capital Plan for Fiscal Years 2013-2017 (the “2013-2017 Capital Plan”); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against said 2013-2017 Capital Plan be approved by the City Council; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the Projects in the amount of \$7,950,000; and now therefore, be it

**RESOLVED**, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) additionally fund the Projects in a principal amount not to exceed \$7,950,000 and the issuance of general obligation bonds secured by the City’s full faith and credit (the “Bonds”), in a principal amount not to exceed \$7,950,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such

additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

**RESOLVED**, The Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

**RESOLVED**, That the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut

General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

**RESOLVED**, That the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to the City's existing indenture (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture, that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to

secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Bonds and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and be it further

**RESOLVED**, That the Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such

Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further

**RESOLVED,** That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

**RESOLVED,** That the Officials are hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the Projects, and to take all action necessary or proper in connection therewith.

**Exhibit A**

<b><u>Project Description</u></b>	<b><u>Additional Bonding Authorization</u></b>
<i>Public Facilities</i>	
Bridge - Capital Avenue over Rooster River	\$770,000
Bridge - Artic Street over Pembroke Lakes	\$1,280,000
Arena Scoreboard & Technology	\$1,000,000
Sikorsky Airport Mitigation Projects	\$3,000,000
CMAQ Bike Network & Share Program	\$400,000
Barnum Museum	<u>\$1,500,000</u>
<b>TOTAL</b>	<b>\$7,950,000</b>



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**DEPARTMENT OF CENTRAL GRANTS AND  
COMMUNITY DEVELOPMENT**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ANDREW J. NUNN  
CAO

ALEXANDRA B. MCGOLDRICK  
Acting Director  
Office of Central Grants

Comm. #134-11 Referred to ECD&E Committee on 09/04/2012

August 28, 2012

To: City Clerk

From: Alexandra McGoldrick, Acting Director, Central Grants Office

Re: Resolution - **State of CT Dept. of Social Services Social Service Block Grant**

Attached, please find a resolution and grant summary for referral to the ECDE Subcommittee of the City Council.

**Grant:** City of Bridgeport application to the State of Connecticut Dept. of Social Services *Social Service Block Grant*

**WHEREAS**, the State of Connecticut Department of Social Services is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through a grant for Social Service Block Grant; and

**WHEREAS**, funds under this grant will be used to monitor provide SNAP employment and training activities for Bridgeport residents; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Social Services in the amount not to exceed \$155,491.00 for the purpose of providing SNAP employment and training activities for Bridgeport; and,

**Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Social Services to provide SNAP employment and training activities for Bridgeport residents; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Social Services for Social Service Block Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



## GRANT SUMMARY

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**PROJECT TITLE:** *State of Connecticut Department of Social Services Social Service Block Grant*

RENEWAL  NEW

**DEPARTMENT SUBMITTING INFORMATION:** **Central Grants and Community Development**

**CONTACT NAME:** **Alexandra McGoldrick**

**PHONE NUMBER:** **203-332-5665**

**PROJECT SUMMARY/DESCRIPTION:**

**The City of Bridgeport is seeking financial assistance from the State of CT Dept. of Social Services to provide SNAP employment training activities to Bridgeport residents.**

**Project Period:** 10/1/2007 – 09/30/2013. (Amendment)

**PROJECT GOALS AND PROCEDURES:**

**The City of Bridgeport will work through its Department of Health and Human Services to provide SNAP employment training activities.**

**IF APPLICABLE**

<b>FUNDING SOURCES</b> (include matching/in-kind funds):	<b>FUNDS REQUESTED</b>
Federal:	Salaries/Benefits:
State: <b>\$155,491.00</b>	Supplies:
City:	
Other:	



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**DEPARTMENT OF CENTRAL GRANTS AND  
COMMUNITY DEVELOPMENT**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ANDREW J. NUNN  
CAO

ALEXANDRA B. McGOLDRICK  
Acting Director  
Office of Central Grants

August 22, 2012

**To:** City Clerk  
**From:** Patrick Carleton, Grants Writer, Central Grants Office  
**Re:** Resolution: DOJ FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Attached, please find a resolution and grant summary for referral to the Transportation and Public Safety Subcommittee of the City Council.

**Grant:** City of Bridgeport application to the United States Department of Justice-FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

The City of Bridgeport Police Department requests funding in the amount of **\$194,298** from the FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program that will be used to purchase a Bullet Trap/Backstop and Ventilation System for the proposed Modular Shoot House and Line of Fire Shooting Range for the Bridgeport Police Department. This funding will be used in coordination with two previous Justice Assistance Grants that the Bridgeport Police Department received in 2010 and 2011.

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## GRANT SUMMARY

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PROJECT TITLE: US DOJ 2012 Edward Byrne Memorial Justice Assistance Grant Program

RENEWAL            NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:            Patrick Carleton

PHONE NUMBER:            203-332-5664

**PROJECT SUMMARY/DESCRIPTION:**

The City of Bridgeport Police Department requests funding in the amount of \$194,298 for the Edward Byrne Memorial Justice Assistance Grant Program for that will be used for an improved Bullet Trap/Backstop and a Ventilation System for a proposed modular shoot house and line of fire shooting range. This funding will be used in coordination efforts with two previous Justice Assistance Grants that the Bridgeport Police Department received in 2010 and 2011.

**PROJECT GOALS AND PROCEDURES:**

The Bridgeport Police Department currently has 405 officers that have to train twice per year in order to maintain within the required standard. That is 25 officers, 16 hours per month, twice per month. The equipment requested will allow Bridgeport Police Officers to meet the required training hours within the City they are patrolling so as not to reduce manpower during regular shifts. It will also ensure that the Bridgeport Police Department has a place to complete their training hours as the current facility in Monroe, Connecticut will no longer be available for use.

**Project Period:** 4 Years

**IF APPLICABLE**

FUNDING SOURCES (include matching/in-kind funds):

Federal: **\$194,298.00**

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

**WHEREAS**, the United States Department of Justice is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this financial assistance has been made possible through the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant Program and,

**WHEREAS**, the financial assistance under this grant will be used to purchase a Bullet Trap/Backstop and Ventilation System for a Modular Shoot House and Line of Fire Shooting Range for the Bridgeport Police Department and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the United States Department of Justice in an amount not to exceed \$194,298 for the purpose of providing the Police Department with a training facility and related equipment for target shooting; and,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the United States Department of Justice to provide financial assistance and help the Bridgeport Police Department conduct necessary training exercises for its officers.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the United States Department of Justice for the Edward Byrne Memorial Justice Assistance Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**DEPARTMENT OF CENTRAL GRANTS AND  
COMMUNITY DEVELOPMENT**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ANDREW J. NUNN  
CAO

ALANNA C. KABEL  
Deputy CAO of Central Grants  
and Community Development

August 20, 2012

**To:** City Clerk  
**From:** Patrick R. Carleton, Grants Writer, Central Grants Office  
**Re:** Resolution – State of Connecticut Department of Transportation FY 2013 Local Bridge Program

Attached, please find a resolution and grant summary for referral to the Transportation and Public Safety Subcommittee of the City Council.

**Grant:** City of Bridgeport application to the State of Connecticut Department of Transportation FY 2013 Local Bridge Program for the Capitol Avenue Bridge over the Rooster River Overflow.

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AUG 21 2012  
CITY OF BRIDGEPORT



## GRANT SUMMARY

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PROJECT TITLE: **State of Connecticut Department of Transportation FY 2013 Local Bridge Program**

RENEWAL:  NEW:

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Patrick R. Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION: The existing bridge is a combination concrete deck and concrete filled grid with steel beam structure over Rooster River Overflow. It is approximately 24 feet long extending over the entire roadway width of Capitol Avenue of 66 feet. The last inspection prepared by the State of Connecticut Department of Transportation was performed in July 2011. The deck was found to be in poor condition. The superstructure is in serious condition. Beams 2, 3 and 4 exhibit heavy laminar rust with section loss located on the top and bottom flanges and the web. The losses are up to 40% of the bottom flange, 32% of the top flange and 29% of the web. The section loss is located in the critical areas of the stringer and has reduced the load capacity of the structure. It is the Department's recommendation to close 8 1/2 feet of the west bound shoulder because of the poor condition of these beams. The west bound shoulder closure will allow the existing weight restriction of 26 tons for the four-axle construction vehicle to remain and a deck horizontal clearance (two lane widths) of approximately 28 feet 3 inches. The City was notified on August 14<sup>th</sup>, 2007 to close the east bound shoulder because of the poor condition of Beams 9, 10 and 11. Corrosion of Beams 9, 10 and 11 located under the east bound closed shoulder has increased significantly since that inspection. Traffic cones were used to close the shoulder; however, these traffic cones can be easily moved and vehicular traffic can gain access to the closed section of the shoulder. A permanent barrier should be installed to prevent vehicular traffic on the closed portion of the structure.

Project Period: **2 years.**

PROJECT GOALS AND PROCEDURES: The Project Scope consists of repair to existing structure. At this time no plans have been prepared. The scope will include repair of the structure in accordance with recommendations of inspection reports as well as design of repairs in accordance of hydraulic and structure type studies yet to be undertaken. This may include removal and replacement of the deck as well as replacement of certain structural elements in the substructure.

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State: \$376,025.19

City: \$768,974.81

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

Other:

**WHEREAS**, the State of Connecticut Department of Transportation is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this financial assistance has been made possible through the Local Bridge Program and,

**WHEREAS**, the financial assistance under this grant will be used for the rehabilitation or replacement of the Capitol Avenue Bridge over the Rooster River Overflow and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the Connecticut Department of Transportation for a total of \$1,145,000.00, \$376,025.19 of which will be funded through this grant; and,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Transportation to provide financial assistance and help the City of Bridgeport replace the deficient Capitol Avenue structure over the Rooster River Overflow.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Transportation Local Bridge Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**DEPARTMENT OF CENTRAL GRANTS AND  
COMMUNITY DEVELOPMENT**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ANDREW J. NUNN  
CAO

ALANNA C. KABEL  
Deputy CAO of Central Grants  
and Community Development

August 20, 2012

**To:** City Clerk  
**From:** Patrick R. Carleton, Grants Writer, Central Grants Office  
**Re:** Resolution – State of Connecticut Department of Transportation FY 2013 Local Bridge Program

Attached, please find a resolution and grant summary for referral to the Transportation and Public Safety Subcommittee of the City Council.

**Grant:** City of Bridgeport application to the State of Connecticut Department of Transportation FY 2013 Local Bridge Program for the Arctic Street Bridge over Pembroke Lakes.

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AUG 20 2012 P 3:37



## GRANT SUMMARY

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PROJECT TITLE: **State of Connecticut Department of Transportation FY 2013 Local Bridge Program**

RENEWAL:  NEW:

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Patrick R. Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION: The Arctic Street Bridge over Pembroke Lake is a single span reinforced concrete arch. It has an overall length of 24 feet extending over the entire roadway width of Arctic Street of 50 feet. It has a curb to curb measurement of 32 feet. The reinforced concrete arch intrados exhibits several random longitudinal and transverse cracks, up to 1/16<sup>th</sup> inch in width. There are numerous random areas of small and large surface spalls with exposed rebar. The exposed rebar has heavy laminar rust with section loss up to 1/3 of the original rebar diameter. There are several random hollow areas up to 4 feet by 1 foot. The reinforced concrete spandrel walls and wing walls exhibit areas of light to medium scale, hairline cracks with efflorescence and small to large surface spalls with exposed rebar. The northwest, northeast and southeast wing walls all exhibit full height and vertical cracks that are open up to 2 3/8<sup>th</sup> inches at the top are laterally misaligned up to 1 3/4<sup>th</sup> inches. The bituminous concrete sidewalks exhibit numerous areas of settlement up to approximately 12 inches for the full width of the sidewalk. The Arctic Street Bridge over Pembroke Lakes was constructed in 1934. The last inspection by the State of Connecticut Department of Transportation was performed in July 2011. The bridge was found to be in fair condition although there are multitudes of large cracks (up to 2 inches) and up to 30% section loss on rebar.

Project Period: **2 years.**

PROJECT GOALS AND PROCEDURES: The City of Bridgeport will remove and replace the existing structure. At this time no plans have been prepared. The scope will include removal and replacement of the structure in accordance with recommendations of inspection reports as well as design of repairs in accordance of hydraulic and structure type studies yet to be undertaken. The City will engage the services of an engineering firm to prepare any plans needed for the rehabilitation or replacement of the Arctic Street Bridge. This structure will be inspected on an annual basis until it is rehabilitated or replaced.

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State: \$625,613.97

City: \$1,279,386.03

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

**WHEREAS**, the State of Connecticut Department of Transportation is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this financial assistance has been made possible through the Local Bridge Program and,

**WHEREAS**, the financial assistance under this grant will be used for the rehabilitation or replacement of the Arctic Street Bridge over Pembroke Lakes and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the Connecticut Department of Transportation for a total of \$1,905,000.00, \$625,613.97 of which will be funded through this grant; and,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Transportation to provide financial assistance and help the City of Bridgeport replace the deficient Arctic Street structure over Pembroke Lakes.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Transportation Local Bridge Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



OFFICE OF THE  
**DEPARTMENT OF PUBLIC FACILITIES**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7130

**CHARLES M. CARROLL**  
*Director Public Facilities*

**BILL FINCH**  
Mayor

COMM. #138-11 Ref'd to Public Safety and Transportation Committee on 09/04/2012.

Date: August 29, 2012

To: Frances Wilson  
Assist. City Clerk

From: Charles M. Carroll, Director *CMC*  
Public Facilities

Re: **Application for Waiver of City Council Ordinance to Extend  
Driveway Width St. Vincent's College**

RECEIVED  
CITY OF BRIDGEPORT  
AUG 29 2012 10 01

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The attached application from Mr. Chris DeAngelis, PE, for the extension of driveway width for two (2) entrances on Salem Street, St. Vincent's College.

See letter attached from Jon Urquidi, Engineering Supervisor with his recommendation to include additional comments for approval of permit City Ordinance 12.08/030.

Please place on the next City Council agenda for referral to the Public Safety Committee.

**Attachment**

cc: Chris DeAngelis, PE,  
Cabezas DeAngelis, LLC  
File



CITY OF BRIDGEPORT  
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace  
Bridgeport, Connecticut 06604-4023  
Telephone (203) 576-7211  
Fax (203) 576-7154

August 10, 2012

Charles Carroll, Director  
Public Facilities  
Bridgeport, Connecticut 06604

Re: **2660 Main Street, St. Vincent's College – Application for Waiver of City Council Ordinance 12.08.030 to Extend Driveway Width – Drawing C-1 Pavement Repair and H.C. Access Improvements Plan Dated 6/22/12 Prepared by Cabezas DeAngelis**

Dear Mr. Carroll:

Please be advised that we have reviewed the letter from Mr. Chris DeAngelis, PE, dated 7/17/12 for the extension of a driveway width for two (2) driveway entrances on Salem Street. The rationale for the driveway width extension is due to providing adequate turning movements for emergency vehicles that will be entering and exiting the site. Without sufficient width the vehicles would drive over the curbing and sidewalks on Salem Street and potentially damage them. We recommend that approval be granted for the driveways as depicted on the plans and stated in the letter based on the following additional comments:

1. Provide stop bars and "stop" signs at the driveway location on private property as depicted on plan C-1.
2. The petitioners request must be formally referred to City Council for any waiver requests to City Ordinances. The request should be accompanied by a recommendation by the Fire Marshal's office that wider driveways are required to facilitate emergency vehicle movements in and out of the subject property.

Very truly yours,

Jon Urquidi  
Engineering Supervisor

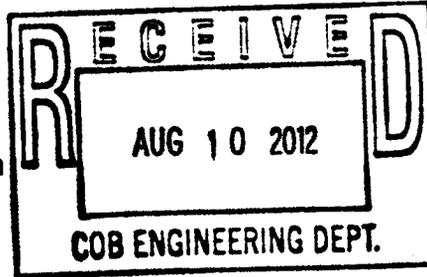
JPU/p

c: Bobby Kennedy, Public Facilities  
Donald Eversley, OPED

Dave Cote, Acting City Engineering  
Fire Chief Brian Rooney

July 17, 2012

Mr. Charles Carroll, Director  
Public Facilities Administration  
City Hall Annex Building  
999 Broad Street, 2nd Floor  
Bridgeport, CT 06604



**Re: Curb Cuts at St. Vincent's College, 2660 Main Street**

Dear Mr. Carroll:

Attached please find one copy of the site plan (drawing C-1) for the subject project. The project involves the reconstruction of the existing parking lot for the building located at 2660 Main Street including two (2) curb cuts on Salem Street.

The Owner of the property, **St. Vincent's Development, Inc.**, hereby requests permission from the City Council to install the reconstructed driveway curb cuts at 24-feet wide as shown on the drawing, rather than 20 feet as required by City Ordinance 12.08.030.

The purpose of the increased driveway width is to improve access into and out of the parking lot, especially for emergency vehicles. It should be noted that the two existing curb cuts are currently 38-feet and 24-feet wide.

If you have any questions regarding this request, please do not hesitate to contact me. Thank you.

Sincerely,



Chris DeAngelis, PE  
CABEZAS DeANGELIS, LLC

Cc: J. Urquidi (City Engineering Dept.), R. Brown and M. Caniff (St. Vincent's College),  
J. Imery (Antinozzi Associates)

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY

Mark T. Anastasi

DEPUTY CITY ATTORNEY

Arthur C Lasko, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte  
Betsy A. Edwards  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano  
R. Christopher Meyer  
Edmund F. Schmidt  
Eroll V. Skyers

Telephone (203) 576-7647  
Facsimile (203) 576- 8252

COMM. #139-11 Referred to Miscellaneous Matters Committee on  
09/04/2012

August 29, 2012

Honorable City Council  
Of the City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: Communication from City Attorney's  
Office Requesting Authorization and  
Approval of Litigation Filing  
FOR REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE

RECEIVED  
CITY ATTORNEY  
AUG 30 11 50 AM '12

Dear Honorable Council Persons:

As you likely are aware from recent press reports, a Class Action Complaint was filed on Monday, August 20th in the name of the City of Bridgeport against Fannie Mae and Freddie Mac alleging failure to pay real estate conveyance fees.

As BPT City Attorney (and with the approval of the City Administration), I authorized Attorney Anthony Musto and various national class action litigators (with whom Atty. Musto is affiliated) to initiate this filing. The decision to file this Complaint on an expedited basis was made by the City Attorney's Office and the Administration in light of our interest in positioning Bridgeport to be Lead Class Plaintiff and to preserve recovery options in view of the applicable statute of limitations.

In light of the court filing being made prior to obtaining City Council consent for this discretionary affirmative litigation, I inserted a final paragraph into the attorney retainer agreement. This amendment reads as follows: "This Agreement is expressly voidable in the Client's sole discretion upon a vote of the City Council, its legislative body, on or before October 1, 2012."

In order to properly apprise the City Council of the benefits of this litigation and to obtain the Council's authorization to proceed, or at a minimum to avoid the Council taking any

affirmative action to void the Agreement, I am formally presenting this matter to the City Council on the following schedule:

1. Tuesday, Sept. 4th OR Monday, Sept. 17th - Referral by full City Council to Miscellaneous Matters Committee.
2. Monday, September 24th at 6:00 PM - Hearing of matter before the Miscellaneous Matters Committee in Executive Session as necessary to discuss strategy and tactics.
3. Monday, October 1st at 7:00 PM - City Council receipt of Committee report and either formal vote to authorize lawsuit to proceed or to take no action which will have the same legal effect.

Attorney Musto will arrange his schedule to attend (and participate in as necessary) the committee meeting on September 24th and the Council meeting on October 1st.

Very Truly Yours,

*Mark T. Anastasi* *MA*

Mark T. Anastasi  
City Attorney

cc: Bill Finch, Mayor  
Thomas McCarthy, City Council President  
Fleeta Hudson, City Clerk  
Frances Wilson, Asst. City Clerk  
Adam Wood, Chief of Staff  
Andrew Nunn, CAO  
Anthony Musto, Esq.  
Arthur Laske, Deputy City Atty.  
John Bohannon, Esq.

**\*114-11 Consent Calendar**

Amendment No. 1 to Lease Agreement with the  
Downtown Cabaret Theater of Bridgeport, Inc.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: September 4, 2012**

Adopted: \_\_\_\_\_

*Fleeta S. Hudson*

Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**\*114-11 Consent Calendar**

**RESOLVED**, That the attached Amendment No. 1 to Lease Agreement with Downtown Cabaret Theatre Company of Bridgeport, Inc., be and it hereby is, in all respects, approved, ratified and confirmed.

As Amended from Council floor on September 4, 2012.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
Carlos Silva, Co-chair

\_\_\_\_\_  
Susan T. Brannelly, Co-chair

\_\_\_\_\_  
M. Evette Brantley

\_\_\_\_\_  
James Holloway

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia

\_\_\_\_\_  
Angel M. dePara, Jr.,

\_\_\_\_\_  
Richard M. Paoletto, Jr.,

\_\_\_\_\_  
Thomas C. McCarthy, President  
Added to make quorum

## LEASE

### AMENDMENT NO. 1

**THIS INSTRUMENT DATED \_\_\_\_\_, 2012** is an amendment to that certain Lease, dated as of the 2<sup>nd</sup> day of April, 2008 (the "**Lease**"), between the **City of Bridgeport**, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("**City**" or "**Landlord**") and the **Downtown Cabaret Theatre Company of Bridgeport, Inc.**, a not-for-profit corporation organized under the laws of the State of Connecticut, having an address at 263 Golden Hill Street, Bridgeport, CT 06604 ("**Cabaret**" or "**Tenant**") relating to space in the Eisenhower Building at the same address described herein (the "**Premises**"), in Bridgeport, Connecticut.

WHEREAS the City desires to provide for the continued existence of the Tenant in the Premises and desires to support its operations so that more events can be presented by it; and

WHEREAS the City desires to improve the general area by entering into a development agreement with the Kuchma Corporation or its affiliate, having its office at 166 Elm Street, Bridgeport, CT 06604 ("**Developer**"), that will improve the Eisenhower Building and surrounding properties and will enhance the Tenant's operations.

For good and valuable consideration, received to the satisfaction of each, the parties hereby agree to amend the Lease as follows:

NOTE: All capitalized terms used herein, unless otherwise defined below, shall have the meanings ascribed to such terms in the Lease.

## ARTICLE I

### BASIC LEASE PROVISIONS

#### 1.2 BASIC DATA.

The definition of "Landlord" is hereby amended as follows: "The City of Bridgeport, Connecticut, and its assignee, the Kuchma Corporation or its affiliate, which shall be required to accept and assume in writing the obligations of the Landlord under the terms of the Lease, as amended by this Amendment No. 1 simultaneously with the transfer of title to 263 Golden Hill Street from the City to Developer." Developer will execute this agreement below solely for purposes of confirming its obligation to accept and assume in writing the Cabaret lease for the Premises, as amended hereby, at the time of title transfer to 263 Golden Hill Street from the City to the Developer.

**Basic Rent; Extended Term Rent.** The definition of "Basic Rent" shall remain the same during the Initial Term, that is, \$3,600 per year, payable at the minimum rate of \$300 per month until the start of the Extended Term (defined below) at which time the rent shall increase to Twenty-Four Thousand (\$24,000.00) per year or a total of Ninety-Six Thousand (\$96,000.00) Dollars in the aggregate during the Extended Term ("**Extended Term Rent**") payable at a monthly rate chosen by the Cabaret not less than \$2,000 per month, which shall be applied to Extended Term Rent, so that the Extended Term Rent is paid in full no later than the last day of each year during the Extended Term in accordance with the following schedule:

- By March 31, 2019, Basic Rent paid from April 1, 2012, the City Contribution (defined below), and Extended Term Rent paid shall be no less than Forty-Five Thousand Six Hundred (\$45,600.00) Dollars in the aggregate;
- By March 31, 2020, Basic Rent paid from April 1, 2012, the City Contribution (defined below), and Extended Term Rent paid shall be no less than Sixty-Nine Thousand (\$69,600.00) Dollars in the aggregate;
- By March 31, 2021, Basic Rent paid from April 1, 2012, the City Contribution (defined below), and Extended Term Rent paid shall be no less than Ninety-Three Thousand Six Hundred (\$93,600.00) Dollars in the aggregate; and
- By March 31, 2022, Basic Rent paid from April 1, 2012, the City Contribution (defined below), and Extended Term Rent paid shall be no less than One Hundred Seventeen Thousand Six Hundred (\$117,600.00) Dollars in the aggregate.

Notwithstanding anything contained in the foregoing paragraph to the contrary, the City agrees to pay a one-time supportive contribution to the Cabaret in the amount of Nine Thousand Six Hundred (\$9,600.00) Dollars toward the Extended Term Rent during the first year of the Extended Term ("**City Contribution**").

**Extended Term:** The City hereby extends the Initial Term of the Lease for four (4) additional years, commencing April 1, 2018 and expiring on March 31, 2022 ("**Extended Term**") for and in consideration of the terms and conditions set forth in this Amendment No. 1.

**Revision of Lease Terms.** This provision is deleted.

**Tenant's Additional Charges.** This definition is hereby replaced by the following: "The Tenant shall pay for heating, air-conditioning equipment maintenance charges and cleaning costs for the 3<sup>rd</sup> floor of the Premises which Tenant shall pay directly to the vendors. The Landlord shall be responsible for

repair, maintenance and replacement of the heating, ventilating and air-conditioning equipment serving the common areas in the building at its sole cost and expense.”

**Premises Rentable Area:** This definition is modified to give the Landlord the option to remove a room described in **Exhibit A** attached hereto that the Tenant currently uses for an office that the Developer may elect to use at its option for its own purposes, without any abatement of Rent, in exchange for the Developer providing an equivalent space or spaces at 263 Golden Hill Street mutually acceptable by the Tenant and the Developer.

**Permitted Uses:** This definition is modified to require that Tenant must receive the Landlord’s prior written consent to any proposed assignment of the Lease, in whole or in part, or transfer of any controlling interest in the Tenant itself, or use of the Premises by any other party for uses that are not Permitted Uses or uses that are not consistent with the Cabaret’s reasonable use of the Premises, which consent the Landlord may not unreasonably withhold or delay. Notwithstanding anything in the foregoing paragraph to the contrary, the Cabaret may rent its performance space to other parties for weddings, recitals, summer camps, awards ceremonies, theatrical events, musical events, meetings, etc., which events may not sell, provide or allow the consumption of alcoholic beverages in any form (“**Accessory Uses**”), and so long as the Cabaret or the user provides insurance and other protections reasonably requested by the Landlord, and in pursuing and allowing such Accessory Uses the Cabaret retains its principal identity as a community theatre in the Landlord’s business judgment reasonably exercised. In addition, the parties agree that the City of Bridgeport may request in advance the use of the Cabaret Theatre, subject to the Cabaret’s booking schedule, for awards ceremonies, community meetings, graduations and other similar public events (but not for City Council meetings or meetings of other public bodies) (“**City Events**”) subject to the same terms and conditions applicable to Accessory Uses and further subject to the limitation that City Events shall be non-political events. As to such City Events, the parties agree that the City will pay the Cabaret’s costs for opening and closing the facility and for the use of any of its lighting or other equipment on the same terms and conditions applicable to Accessory Uses and will provide written evidence of the City’s self-insurance for each such event.

**Utilities.** The City shall pay for all utilities serving the Premises, which the Developer will separately meter, and shall have the right, from time to time, to review the Tenant’s utility usage and to direct the Tenant to employ appropriate conservation and cost-savings measures in its usage. The first and last sentences of Article 7.5 of the Lease are hereby deleted.

The Cabaret agrees to provide, upon reasonable prior request, a list of all of the Cabaret’s owned personal property. At the time of execution of this agreement, a partial

list of the Cabaret's owned personal property is listed on **Exhibit B** attached hereto, which list the Cabaret will complete prior to the date of execution of this Agreement.

The Lease dated April 2, 2008 is incorporated by reference as if fully set forth herein in its entirety. Except as modified by this Amendment No. 1, the Lease shall remain in full force and effect unchanged.

**IN WITNESS WHEREOF**, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:  
duly-authorized

**LANDLORD:**

City of Bridgeport

\_\_\_\_\_  
\_\_\_\_\_  
BY: \_\_\_\_\_  
Bill Finch, Mayor  
Duly-authorized

**The Developer executes this agreement solely as to its obligation reflected in Section 1.2 hereof to accept and assume in writing the Cabaret Lease to the Premises as amended hereby at the time the City conveys title to 263 Golden Hill Street to the Developer:**

**DEVELOPER**

\_\_\_\_\_  
\_\_\_\_\_  
BY: \_\_\_\_\_  
Name:  
Title:  
duly-authorized



STATE OF )  
 ) ss.  
COUNTY OF )

On this the day of \_\_\_\_\_, 2012 personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Developer, signer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of the Tenant, before me.

**IN WITNESS WHEREOF**, I hereunto set my hand.

\_\_\_\_\_  
NOTARY PUBLIC  
Commissioner of the Superior Court  
My Commission Expires \_\_\_\_\_

**Exhibit A**

**Description of Room Removed From  
Premises Rentable Area**

**Exhibit B**

**Cabaret's Owned Personal Property**

LEASE

AMENDMENT NO. 1

THIS INSTRUMENT DATED \_\_\_\_\_, 2012 is an amendment to that certain Lease, dated as of the 2<sup>nd</sup> day of April, 2008 (the "Lease"), between the City of Bridgeport having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("City" or "Landlord") and the Downtown Cabaret Theatre Company of Bridgeport, Inc., a not-for-profit corporation organized under the laws of the State of Connecticut, having an address at 263 Golden Hill Street, Bridgeport, CT 06604 ("Cabaret" or "Tenant") relating to space in the Eisenhower Building at the same address described herein (the "Premises"), in Bridgeport, Connecticut.

WHEREAS the City desires to provide for the continued existence of the Tenant in the Premises and desires to support its operations so that more events can be presented by it; and

WHEREAS the City desires to improve the general area by entering into a development agreement with the Kuchma Corporation or its affiliate, having its office at 166 Elm Street, Bridgeport, CT 06604 ("Developer"), that will improve the Eisenhower Building and surrounding properties and will enhance the Tenant's operations.

For good and valuable consideration received to the satisfaction of each, the parties hereby agree to amend the Lease as follows:

NOTE: All capitalized terms used herein, unless otherwise defined below, shall have the meanings ascribed to such terms in the Lease.

ARTICLE I

BASIC LEASE PROVISIONS

1.2 BASIC DATA.

The definition of "Landlord" is hereby amended as follows: "The City of Bridgeport, Connecticut, and its assignee, the Kuchma Corporation or its affiliate, which shall be required to accept and assume in writing the obligations of the Landlord under the terms of the Lease, as amended by this Amendment No. 1 simultaneously with the transfer of title to 263 Golden Hill Street from the City to Developer." Developer will execute this agreement below solely for purposes of confirming its obligation to accept and assume in writing the Cabaret lease for the Premises, as amended hereby, at the time of title transfer to 263 Golden Hill Street from the City to the Developer.

RECORDED  
2012 APR 15 4 05 PM

**Basic Rent; Extended Term Rent.** The definition of "Basic Rent" shall remain the same during the Initial Term, that is, \$3,600 per year, payable at the minimum rate of \$300 per month until the start of the Extended Term (defined below) at which time the rent shall increase to Twenty-Four Thousand (\$24,000.00) per year or a total of Ninety-Six Thousand (\$96,000.00) Dollars in the aggregate during the Extended Term ("**Extended Term Rent**") payable at a monthly rate chosen by the Cabaret not less than \$2,000 per month, which shall be applied to Extended Term Rent, so that the Extended Term Rent is paid in full no later than the last day of each year during the Extended Term in accordance with the following schedule:

- By March 31, 2019, Basic Rent paid from April 1, 2012, the City Contribution (defined below), and Extended Term Rent paid shall be no less than Forty-Five Thousand Six Hundred (\$45,600.00) Dollars in the aggregate;
- By March 31, 2020, Basic Rent paid from April 1, 2012, the City Contribution (defined below), and Extended Term Rent paid shall be no less than Sixty-Nine Thousand (\$69,000.00) Dollars in the aggregate;
- By March 31, 2021, Basic Rent paid from April 1, 2012, the City Contribution (defined below), and Extended Term Rent paid shall be no less than Ninety-Three Thousand Six Hundred (\$93,600.00) Dollars in the aggregate; and
- By March 31, 2022, Basic Rent paid from April 1, 2012, the City Contribution (defined below), and Extended Term Rent paid shall be no less than One Hundred Seventeen Thousand Six Hundred (\$117,600.00) Dollars in the aggregate.

Notwithstanding anything contained in the foregoing paragraph to the contrary, the City agrees to pay a one-time supportive contribution to the Cabaret in the amount of Nine Thousand Six Hundred (\$9,600.00) Dollars toward the Extended Term Rent during the first year of the Extended Term ("**City Contribution**").

**Extended Term:** The City hereby extends the Initial Term of the Lease for four (4) additional years, commencing April 1, 2018 and expiring on March 31, 2022 ("**Extended Term**") for and in consideration of the terms and conditions set forth in this Amendment No. 1.

**Revision of Lease Terms.** This provision is deleted.

**Tenant's Additional Charges.** This definition is hereby replaced by the following: "The Tenant shall pay for heating, air-conditioning equipment maintenance charges and cleaning costs for the 3<sup>rd</sup> floor of the Premises which Tenant shall pay directly to the vendors. The Landlord shall be responsible for

repair, maintenance and replacement of the heating, ventilating and air-conditioning equipment serving the common areas in the building at its sole cost and expense."

**Premises Rentable Area.** This definition is modified to give the Landlord the option to remove a room described in **Exhibit A** attached hereto that the Tenant currently uses for an office that the Developer may elect to use at its option for its own purposes, without any abatement of Rent, in exchange for the Developer providing an equivalent space or spaces at 263 Golden Hill Street mutually acceptable by the Tenant and the Developer.

**Permitted Uses:** This definition is modified to require that Tenant must receive the Landlord's prior written consent to any proposed assignment of the Lease, in whole or in part, or transfer of any controlling interest in the Tenant itself, or use of the Premises by any other party for uses that are not Permitted Uses or uses that are not consistent with the Cabaret's reasonable use of the Premises, which consent the Landlord may not unreasonably withhold or delay. Notwithstanding anything in the foregoing paragraph to the contrary, the Cabaret may rent its performance space to other parties for weddings, recitals, summer camps, awards ceremonies, theatrical events, music events, meetings, etc., which events may not sell, provide or allow the consumption of alcoholic beverages in any form ("**Accessory Uses**"), and as long as the Cabaret or the user provides insurance and other protections reasonably requested by the Landlord, and in pursuing and allowing such Accessory Uses the Cabaret retains its principal identity as a community theatre in the Landlord's business judgment reasonably exercised.

**Utilities.** The City shall pay for all utilities serving the Premises, which the Developer will separately meter, and shall have the right, from time to time, to review the Tenant's utility usage and to direct the Tenant to employ appropriate conservation and cost-savings measures in its usage. The first and last sentences of Article 7.5 of the Lease are hereby deleted.

The Cabaret agrees to provide, upon reasonable prior request, a list of all of the Cabaret's owned personal property. At the time of execution of this agreement, a partial list of the Cabaret's owned personal property is listed on **Exhibit B** attached hereto, which list the Cabaret will complete prior to the date of execution of this Agreement.

The Lease dated April 2, 2008 is incorporated by reference as if fully set forth herein in its entirety. Except as modified by this Amendment No. 1, the Lease shall remain in full force and effect unchanged.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

TENANT:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
duly-authorized

LANDLORD:  
City of Bridgeport

BY: \_\_\_\_\_  
Bill Finch, Mayor  
Duly-authorized

The Developer executes this agreement solely to its obligation reflected in Section 1.2 hereof to accept and assume in writing the Cabaret Lease to the Premises as amended hereby at the time the City conveys title to 263 Golden Hill Street to the Developer:

DEVELOPER

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
duly-authorized

STATE OF CONNECTICUT )  
 ) ss.  
COUNTY OF FAIRFIELD )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2012 personally appeared Bill  
Finnh, the Mayor of the City of Bridgeport, Connecticut, a municipal corporation,  
signer of the foregoing instrument and acknowledged the same to be his free act  
and deed and the free act and deed of the City of Bridgeport before me.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
NOTARY PUBLIC  
Commissioner of the Superior Court  
My Commission Expires \_\_\_\_\_

STATE OF )  
 ) ss.  
COUNTY OF )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2012 personally appeared  
\_\_\_\_\_ the \_\_\_\_\_ of Tenant, signer of the foregoing  
instrument and acknowledged the same to be his/her free act and deed and the  
free act and deed of the Tenant, before me.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
NOTARY PUBLIC  
Commissioner of the Superior Court  
My Commission Expires \_\_\_\_\_

STATE OF )  
 ) ss.  
COUNTY OF )

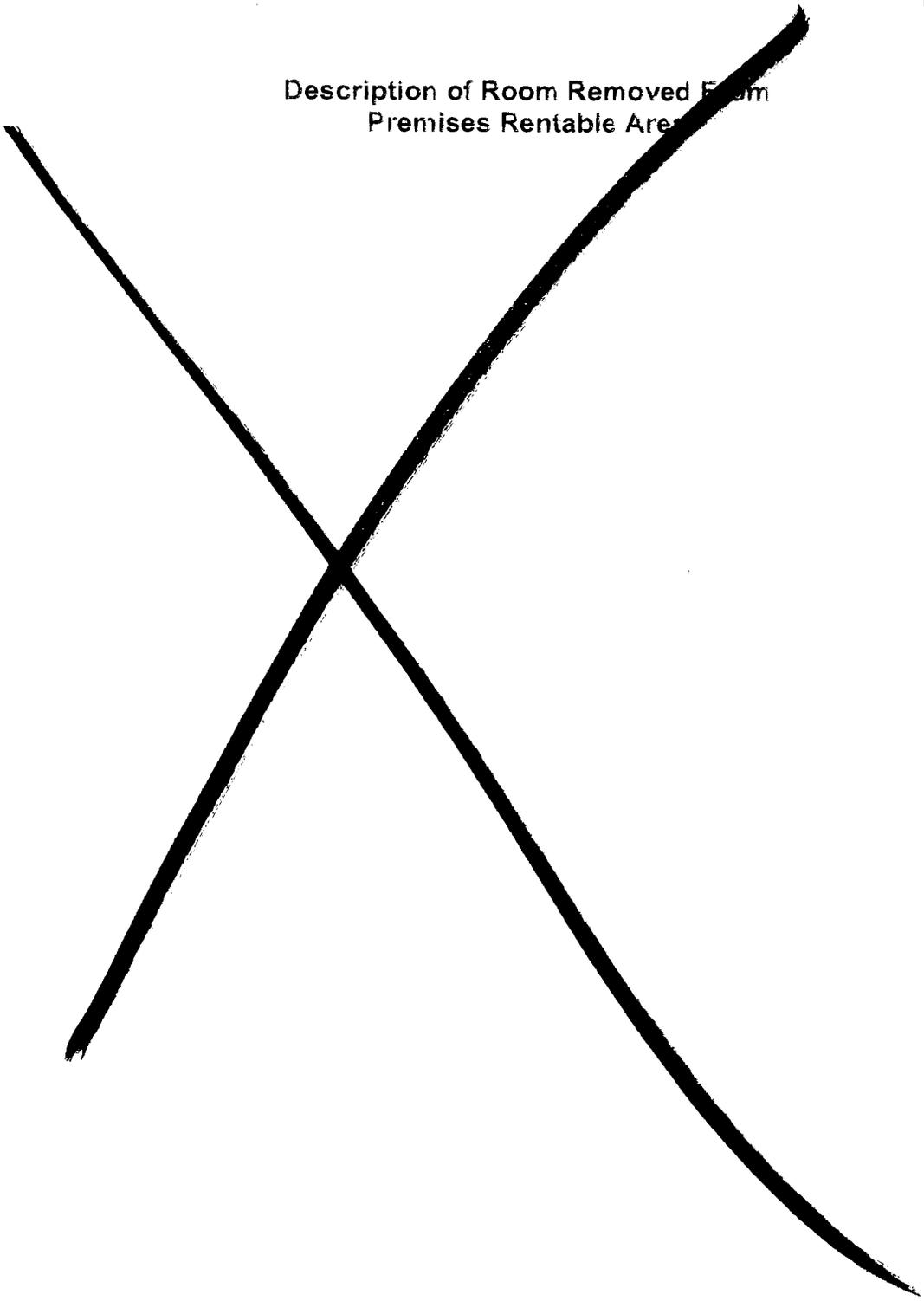
On this the day of \_\_\_\_\_, 2012, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Developer, signer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of the Tenant, before me.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
NOTARY PUBLIC  
Commissioner of the Superior Court  
My Commission Expires \_\_\_\_\_

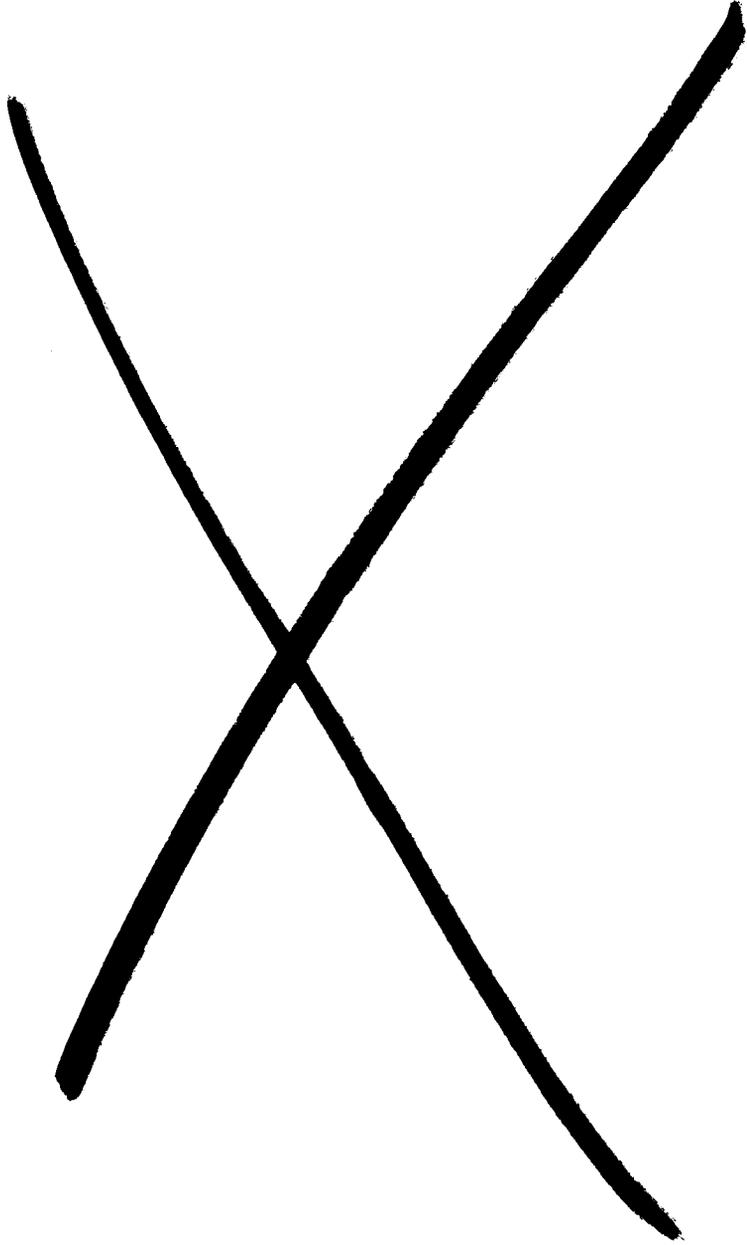
Exhibit A

Description of Room Removed From  
Premises Rentable Area



**Exhibit B**

**Cabaret's Owned Personal Property**





*Whereas, certain areas of the City of Bridgeport have been identified as a "food desert,"*

*Whereas, a disparity exists in the distribution and consumption of wholesome food,*

*And, whereas, to promote health through access and availability of wholesome food, it is hereby resolved that a Food Policy Council be established through the Ordinance Committee.*



Warren Blunt  
135<sup>th</sup> District



Richard M Paoletto Jr.  
138<sup>th</sup> District

RECEIVED  
CITY CLERK'S OFFICE  
2012 SEP -5 A 9:15

## BRIDGEPORT FOOD POLICY COUNCIL

### Sec. \*\*\* - Created.

There is hereby creating a Bridgeport Food Policy Council.

(Ord. No. \*\*\*\*)

### Sec. \*\*\* - Purpose.

(a) There shall be a council to improve the availability of food to persons in need within the city, and to advise city agencies who relate to this work.

(b) The purpose of the council shall be to integrate all agencies of the city in a common effort to improve the availability of safe and nutritious food at reasonable prices for all residents, particularly those in need. The goals to be accomplished by the policy are:

- (1) To ensure that healthy fresh food is available for all city residents;
- (2) To improve food distribution channels into and within the city of Bridgeport; and
- (3) To generate growth and employment in the food sector; and
- (4) To support regional farmers, strengthen regional linkages and increase urban food production; and
- (5) To seize opportunities to reduce and recapture waste in the food stream.

(c) The policy shall be implemented by the city as follows:

(1) *Transportation.* In planning, providing, coordinating and regulating transportation within the city, city agencies shall make the facilitation of transportation of food to distribution points and ready access to a reasonable food supply a principal part of any such action.

(2) *Direct service.* City agencies and employees providing food or the financial means of obtaining food shall plan, execute and evaluate such programs and actions in order to achieve maximum efficiency in providing food and to assure that such programs are reaching the residents in need of them.

(3) *Land use.* City agencies and employees in determining the use to be made of city parks, school yards, rights-of-way, surplus properties and redevelopment parcels shall give special consideration to the benefit of using such sites, at least in part, for food production, processing and distribution. The city, on a regional level, shall act to preserve farmland for truck farming which will serve as a nearby source of fresh fruit, vegetables, eggs and milk.

(4) *Lobbying and advocacy.* The city in its presentations before state and federal legislatures, state and regional agencies and anti-hunger organizations shall stress the need for programs and actions which will improve the opportunities of city residents to obtain adequate diets. Such programs and actions shall include maintenance of the state and regional agricultural infrastructure.

- (5) *Referrals to social services.* City social service workers shall be especially diligent in referring persons in need of available sources of food best suited for their needs.
- (6) *Education.* The city in providing a wide range of educational opportunities for children and adults shall emphasize the importance of a sound diet for the family and provide courses in the production, selection, purchase, preparation and preservation of food.
- (7) *Business development.* The city in its work of developing new businesses and expanding existing businesses shall give priority to those food-related businesses improving access to affordable and nutritional food.
- (8) *Operational and health inspections.* The city in its role of maintaining the quality and healthfulness of the food supply shall take into account that licensing and inspection can seriously burden small businesses, and a policy shall be followed providing a reasonable balance between protection of the food supply and the negative financial impact upon needed food-related small businesses.
- (9) *Direct and indirect purchase of food.* The city government, in its role as a major food purchaser from local outlets, and administrator of food assistance programs, shall consider that its purchasing decisions can affect the viability of producers and vendors, and shall consider such impact in making purchasing decisions.
- (10) *Support of private efforts.* The city in providing funding for private efforts to assist people in obtaining food and in communicating with organizations engaged in such private efforts shall encourage, promote and maximize such efforts.
- (11) *Emergency food supplies.* The city in its emergency planning function shall provide for an adequate reserve supply of food to be available at reasonable prices if the city's and region's supply of food were to be interrupted and shall periodically reassess its ability to provide such special supply.
- (12) *Monitoring and communicating data.* The city shall continuously collect data on the extent and nature of public food programs and hunger in the city and shall annually issue a report with findings and recommendations to the food policy advisory commission.
- (13) *Administration.* The health director shall seek ways of improving the means of providing persons in need with wholesome food and diets and shall work with the commission to combat hunger in attaining its goals.
- (14) *Intergovernmental cooperation.* The food policy council shall have the cooperation of all departments in the city in the performance of its duties. The health department shall provide clerical support to the commission as needed.

**Sec. \*\*\* - Membership.**

The food policy advisory commission shall consist of fifteen (15) members who shall serve for three-year terms without compensation and be appointed by the mayor, with the approval of the council. Of the fifteen (15) members first appointed, five (5) shall be appointed for terms of one (1) year, five (5) for terms of two (2) years and five (5) for terms of three (3) years. Of the fifteen (15) members, one (1) shall be the health director or his/her designee, nine (9) of such members shall be persons actively engaged in programs for combating hunger and improving the production, processing and distribution

of food to persons in need and shall include representatives from the food, industry, consumers, dietitians, the city administration and public and private nonprofit food providers, and five (5) of such members shall be persons chosen from the public at large. City employees and persons not residing in the city shall be eligible for membership in the commission. The health director and a person appointed by the Get Healthy CT Coalition shall annually designate two members to act as chairpersons. The commission shall meet at least once per month. A quorum shall consist of eight (8) members. The director of health, or their designees, shall be ex officio members of the commission with the right to vote. Members and officers shall serve until their successors are appointed.

### **Sec. \*\*\* - Goals of Food Policy Council**

The goals of the food policy council shall be as follows:

- (1) To eliminate hunger as an obstacle to a happy, healthy and productive life in the city;
- (2) To ensure that a wide variety of safe and nutritious food is available for all city residents and visitors;
- (3) To ensure that access to food is not limited by economic status, location or other factors beyond a resident's control;
- (4) To ensure that the price of food throughout the city remains at a level approximating the level for greater Bridgeport.

### **Sec. \*\*\* - Powers and duties of the commission.**

The powers and duties of the food policy advisory commission shall be as follows:

- (1) Explore new means for the city government to improve food economy and the availability, accessibility and quality of food and to assist the city government in the coordination of its efforts;
- (2) Collect and monitor data pertaining to the nutrition status of city residents;
- (3) Seek and obtain community input on food economy and the availability, accessibility and quality of food to persons in need within the city;
- (4) Obtain updated statistical information and other data from city agencies relating to hunger in the city and programs in existence and being planned to reduce hunger and improve the obtaining of nutritious food by residents in need;
- (5) Observe and analyze the existing administration of city food distribution programs; and
- (6) Recommend to the city administration adoption of new programs and improvements to (or elimination of) existing programs as appropriate.
- (7) Submit an annual report on or before October 1 to the city council with copies to the mayor summarizing the progress made in achieving each of the goals set forth in section 2-329 above.

MEETING DATE: Sept 4-12

NO. #140-11

COMMITTEE: Ordinance

REFERRED TO COMM.:

SUBJECT: added to agenda

MOTION BY: Paoletto

2ND BY: M. McCarthy

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ TABLED \_\_\_\_\_ REF. TO COMM. \_\_\_\_\_

REMARKS: Best food policy

	YES	NO
Susan T. Brannelly		
Martin C. McCarthy		
Leticia Colon		
Denese Taylor-Moye		
John W. Olson		
M. Evette Brantley		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Richard Bonney		
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Manual Ayala		
Lydia N. Martinez		
Richard M. Paoletto, Jr.		
Robert P. Curwen, Sr.		
Andre F. Baker, Jr.		
James Holloway		

SEP 12 2012